

PUBLIC NOTICE

RFP 57-06-2022 Consulting Services REQUEST FOR PROPOSALS (RFP)

The Montgomery County Department of Job and Family Services (MCDJFS) is soliciting Request for Proposals (RFPs) for the following services on the date and time as listed below:

Consulting Services to outline an analysis of evidence-based data identifying the negative impacts caused by COVID-19 through targeted consumer outreach and recommend efficacies in social services and/or technology provided by MCDJFS to this vulnerable population and present strategic interventions to promote economic recovery. For additional information, view:

RFP 57-06-2022 Consulting Services.

The Live, Virtual Bidder's Conference will be held on Monday, March 28, 2022, at 10 a.m. (EDT) via Microsoft Teams using the following link. It is highly recommended to attend.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzEzNWE4MzktZTRiNS00ZTgzLWI3ODQtZjFhOTZmODcwOTEz%40thread.v2/0?content=%7b%22id%22%3a%2250f8fcc4-94d8-4f07-84eb-36ed57c7c8a2%22%2c%22oid%22%3a%22c18f6ddb-4dc0-41ce-af24-80707aadb69%22%2c%22isBroadcastMeeting%22%3atrue%7d&btype=a&role=a

Bids will be received via e-Clmpact until 12:00 p.m. (noon, EDT) Friday, April 15, 2022 for Consultant Services. Use the following link to register your company and submit a proposal:

Accessing e-Clmpact

Requirements: All you need to access e-Clmpact is a computer with an internet connection and current version of web browser (example: Internet Explorer, Firefox, Chrome, Safari).

To access the e-Clmpact website, please go to:

<https://agency.e-clmpact.com/login.aspx?org=MC>

Please bookmark the address to easily access e-Clmpact at your convenience.

Funding: \$225,000.00

Insurance Requirements:

Selected Bidder shall provide, at its expense, the following coverage for not less than the following amounts or greater when required by Laws and Regulations:

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 Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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 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 broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The Board of Montgomery County Commissioners and MCDJFS shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations".
- b. Coverage shall be primary and non-contributory.
- c. Associated bid number, job number, or project number should be referenced on the certificate.
- d. The policy should contain an unintentional failure to disclose endorsement.

- e. The policy should include a notice of occurrence endorsement - CEO, President, CFO, Risk Manager or General Counsel.
- f. Contractor's subcontractor shall be subject to the same minimum requirements identified above.

2. 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.
- b. Contractor's subcontractor shall be subject to the same minimum requirements identified in this section.

3. 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	\$2,000,000

All claims made policies will be reviewed by Risk Management Department

4. Cyber Liability Coverage

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

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include the following provisions:

- 1. On insurance policies where the Board of Montgomery County Commissioners and MCDJFS are named as an additional insured, the Board of Montgomery County Commissioners and MCDJFS 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 **Montgomery County Contracting, 1111 S. Edwin C. Moses Blvd., Dayton, OH 45422.**

- 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 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 MCDJFS Contracting @ 1111 S. Edwin C. Moses Blvd., Dayton, OH 45422. 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.

One or more contract(s) will be awarded as a result of this bid process and will become effective **June 1, 2022, through December 31, 2022.** All funding is contingent upon the continued availability of funding and is subject to State and Federal regulations, including Title VI of the Civil Rights Act and Section 504 of the Rehabilitation Act.

Bids will be received via e-CImpact until 12:00 p.m. (noon, EDT) Friday, April 15, 2022, for Consulting Services.

Questions concerning this Request for Proposal, or the Virtual Live Bidder's Conference may be directed to:

Diana Fugate, Contractor Evaluator Negotiator
Montgomery County Department of Job and Family Services

1111 S. Edwin C. Moses Blvd., Contracting Unit
Dayton, Ohio 45422
Telephone: (937) 225-4195 E-mail: MCDJFS-CD@jfs.ohio.gov

Explanation: 5101:9-4-02 Standards for acquisition

(A) Federal and state acquisition requirements

(1) Each county family services agency (CFSA) and workforce development agency (WDA) shall ensure that all purchases of services, supplies, and equipment funded by state or federal funds received from the Ohio department of job and family services (ODJFS) meet applicable federal and state statutes, regulations, rules and office of management and budget (OMB) circulars A-102 and A-133 and 2 C.F.R. 225. These requirements include, but are not limited to, Chapter 125 of the Revised Code, this chapter, and:

(a) 7 C.F.R. 3016.36 for the expenditure of food and nutrition service funds;

(b) 29 C.F.R. 95 when not-for-profit organizations expend department of labor (DOL) funds;

(c) 29 C.F.R. 97 when governments expend DOL funds;

(d) 45 C.F.R. 74 when not for profit organizations expend department of health and human services (HHS) funds; and

(e) 45 C.F.R. 92 when governments expend HHS funds.

(2) This chapter contains a number of provisions from the applicable federal rules, but not all such provisions.

(B) Acquisition standards

(1) Development of written standards

Each CFSA and WDA shall develop written acquisition standards. These acquisition standards shall comply with all applicable federal and state acquisition statutes, regulations, rules, and circulars. The written standards shall also contain all relevant requirements of the provisions of this chapter, including the requirements listed in rule 5101:9-4-07 of the Administrative Code.

(2) Application of standards

(a) The CFSA and WDA shall follow its written acquisition standards whenever making any acquisition funded by state or federal funds the CFSA or WDA received from ODJFS or county funds that are used to match state or federal funds received from ODJFS.

(b) The acquisition standards referred to in this rule and the requirements contained in this chapter do not apply to those acquisitions made exclusively with county funds that are not used to match state or federal funds received from ODJFS.

(c) These acquisition standards are applicable to any sub-grantee entity of the CFSA or WDA that is funded by state or federal funds received from ODJFS or county funds used to match these state or federal funds.

(3) Assurances

(a) Each CFSA and WDA is legally responsible to ensure that all acquisitions funded by state or federal funds the agency received from ODJFS or funds used as the local match for these funds meet the acquisition standards established under this chapter.

(b) Each CFSA and WDA shall ensure that all of its employees involved in procurement activities know and comply with these acquisition standards.

(c) Each CFSA and WDA shall ensure that any sub-grantee entity or vendor funded by state or federal funds received from ODJFS or county funds used to match those state or federal funds is aware of the requirements contained in paragraph (A) of this rule.

The agency shall ensure that any grant agreement or contract, specify that any acquisition shall conform to these requirements.

Replaces: 5101:9-4-02

Effective: 03/05/2015