



REQUEST FOR PROPOSAL

Service of Process

RFP #2019-006

Offered by
Fairfield County Job & Family Services
239 W. Main St.
Lancaster, OH 43130
740-652-7603
Aundrea N. Cordle, Director

Proposal Due Date – November 3, 2019

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
Service of Process

SECTION I. GENERAL PURPOSE & PROVIDER INFORMATION

1.1 Purpose

Fairfield County Job & Family Services (FCJFS) releases this Request for Proposal (RFP) for the purpose of soliciting for a contractor to provide Service of Process. The purpose of this proposal is to obtain a contract with a contractor capable Service of Process as specified within this proposal.

1.2 Objective of the Project

Fairfield County Job and Family Services will be contracting for the purchase of Service of Process for the time period beginning January 1, 2020 and ending December 31, 2020. 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>
November 3, 2019	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 12, 2019	Proposer Q&A Period Closes 12:00 p.m. (for inquiries for RFP clarification). <ul style="list-style-type: none">- No further inquiries for RFP clarification will be accepted.
November 15, 2019	FCJFS posts FINAL Proposer Question & Answer document on its website: www.fcjfs.org . (If any questions were asked)
November 21, 2019	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 13, 2019	Recommendation of the Proposal Review Team and letter of intent to award contract issued by FCJFS. All applicants notified.
January 1, 2020	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 Amy McCoy, Fiscal Manager, Amy.McCoy@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 12:00 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 Amy McCoy, Fiscal Manager, Amy.McCoy@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, 2020 and ending December 31, 2020. 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.

The Contractor certifies that all approvals, licenses or other qualifications necessary to conduct business of practice law in Ohio have obtained and are operative. If at any time during the contract period the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this contract.

All services provided must conform to applicable Ohio statutes and regulations, Ohio’s title IV-D state plan, Title IV-D of the Social Security Act, as amended, Title 45 of the Code of Federal Regulations, as amended, Office of Child Support Enforcement Policy Directives, Decisions of the Ohio Office of Child Support Enforcement and Regulations of the Ohio Department of Human Services.

The Contractor agrees to be bound by any additional provisions set forth in the sample IV-D Service Contract – Available for your review at fcjfs.org (Finance).

The Contractor agrees to complete any necessary paperwork required by the Fairfield County Auditor’s office to establish them as an entity to generate payment. Such paperwork may include the following:

- A. Request for Taxpayer Identification Number (W-9) Form
- B. OPERS Independent Contractor Acknowledgement
- C. Ohio New Hire Reporting Form

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 cause 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

- A. 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 service of process on eligible IV-D cases where the CSEA determines personal service is warranted.

The Process Server must be willing and able to meet the following requirements and perform all services to the satisfaction of the CSEA:

Provide service of process; payment will be made when service is successful, or three (3) attempts have been made and documented appropriately - or less than three (3) attempts have been made (due to an incorrect address and no other address is known).

- a.) The three (3) service attempts cannot be made within the same ten (10) days, unless the designated last day to serve renders this provision unattainable.
 - b.) The first attempt for service must be made within ten (10) days of receipt of paperwork and the last attempt must be made no sooner than ten (10) days before the last day to serve as previously designated by the CSEA.
 - c.) After two (2) failed attempts, the process server shall contact the designated CSEA employee to seek updated contact information for the individual being served.
- Provide service of process at various locations including those specified by the CSEA (e.g. residence, employer, public buildings and recreational facilities).
 - Provide a monthly written statement to the CSEA, documenting the successful service.
 - Provide extensive documentation of unsuccessful service attempts, which may aid in future location of party by the CSEA, including all addresses, dates and times, when service was attempted.
 - Provide his/her own motor vehicle and have a valid Ohio Motor Vehicle Operator's License with appropriate motor vehicle insurance coverage while performing under this contract. CSEA shall not be responsible for maintenance or liability/collision coverage for Provider or for any vehicle he/she may be operating.

The Fairfield County CSEA shall assist in the delivery of services in the following manner:

- Provide updated or supplemental information needed for service of process no later than three (3) business days prior to the last day allowed for service of process, including instructions indicating the following information (if known) for each party to be served; full name, current residence, address, current employer address and regular hours of employment, date of birth, social security number, physical description, previous known address, and previous known employer.

- Remit payment of monthly invoices within thirty (30) days of receipt of said statement.
- Through the County Auditor, provide a 1099 statement of earnings yearly to the provider for income tax purposes.

The contractor will provide the following:

- The contractor will indemnify and hold harmless Fairfield County Job and Family Services against any loss, penalties, damage, injuries, settlements, costs, professional fees, and/or related expenses incurred through the provision of services.
- The contractor shall comply with the laws of the State of Ohio relating to insurance coverage.
- The 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.
- The contractor shall submit the actual monthly expenses of the contract to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using: JFS 07035 Invoice - Available for your review at fcjfs.org (Finance).

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:

The successful contractor will include the following elements in their proposal:

1. A cover sheet or transmittal letter must be included in the 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.
2. Contractor should provide a program narrative detailing the proposed services to include the following:
- A. Contractor should provide a statement describing their business.
 - A. Contractor should include previous experiences in this service area/target population, including any experience with local/state government contracts.
 - B. Contractor should describe how you plan to accomplish this program/services.
 - C. Contractor should describe their ability to provide requested services in an effective and timely manner.
 - D. Contractor should include a history of success rate or anticipated success rate.
3. Contractor should describe the proposed fee for service. Historically, some of the billing methods have included:
- Billing per service of process determined as client is served in eligible IV-D cases.
 - Or billing for three (3) unsuccessful documented attempts.
 - Billing per hour while attempting service
 - Other Fees:
 - Contractor should indicate if they have different fees based on service location; (i.e. inside of Fairfield County, outside of Fairfield County, out of state, out of country).
 - Contractor should indicate if they have different fees based on process service completed within allotted timeframes; (i.e. service within 48 hours or less of receiving the summons).

Contractor may also elect to propose an alternate billing method not included above.

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

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

4.5 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, 2019. Faxed submissions will not be accepted.

Proposals must be addressed to:

**Fairfield County Job & Family Services
Attention: Amy McCoy
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 SERVICE OF PROCESS 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 provide; 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 SERVICE OF PROCESS 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: Maximum total score = 100 points

Provider Experience & Qualifications – The proposal clearly demonstrates the company/individual's qualifications. Maximum points = 30

Services to be Provided – The proposal clearly defines the costs and what services are being provided for those costs. Maximum points = 30

Success Rate/Timeliness – The proposal includes a history of success rate or anticipated success rate and the ability to provide service in a timely and effective manner. Maximum points = 20

Range/Geographical Area – The proposal identifies a clear Range/Geographical Area of service. Maximum points = 20

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 1.6, 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 this section.

- D. All protests must be filed at the following location:
 - Fairfield County Job & Family Services
 - Attn: Director Cordle
 - 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 #: 2019-006	2. Proposal Due Date: Noon, November 21, 2019
3. Provider Name: (legal name of the provider – person or organization – to whom contract/purchase payments would be made)	4. Provider Federal Tax ID #: (this number MUST correspond with the name in Item #3)
5. Provider Corporate Address:	6. Provider Remittance Address: (or “same” if as same as Item #5)
7. Print or type information on the provider representative/contact person <u>authorized to answer questions on the proposal/bid:</u> Provider Representative: Title: Address: Phone #: Fax #: EMail:	
8. Print or type the name of the provider representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the provider, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function): Provider's Representative: Title: Address: Phone #: Fax #: EMail:	

Provider Assurances Form page 2

I recognize that I must give assurances for each item below. If I cannot, I will explain why the assurances were not met or this proposal will be automatically rejected. The assurances are:

1. I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this proposal.
2. We are not currently on any Federal, State of Ohio, or local Debarment List.
3. We included in our proposal a copy of our most recently completed financial audit confirming that we are fiscally solvent.
4. We have, or will have: all of the fiscal control and accounting procedures needed to ensure that contract funds will be used as required by law and contract.
5. We have additional funding sources and will not be solely dependent on any funds awarded through a contract as a result of this RFP.
6. **We will meet all applicable Federal, State and Local compliance requirements.** These include, but are not limited to:
 - Records accurately reflect actual performance.
 - Maintaining record confidentiality, as required.
 - Reporting financial, participant, and performance data, as required.
 - Complying with Federal and State non-discrimination provisions.
 - Meeting requirements of **Section 504 of the Rehabilitation Act of 1973.**
 - Meeting all applicable labor laws, including Child Labor Law standards.
 - Drug Free Workplace

We will not:

- Use contract funds to assist, promote or deter union organizing.
- Use contract funds in the construction, operation or maintenance of any part of a facility to be used for sectarian instruction or religious worship.

I hereby assure that all of the above are true:

Signature

Date

Name (printed)

Title

ATTACHMENT B (Informational purpose)

**Service of Process
RFP 2019-006**

Proposing Organization:				
Provider Experience & Qualifications	Poor 1-9 points	Fair 10-19 points	Good 20-30 points	Score 30 points possible
The proposal clearly describes the company's qualifications and experience (according to Section 2.1 of the RFP)	Notes:			
Services to be Provided	Poor 1-9 points	Fair 10-19 points	Good 20-30 points	Score 30 points possible
The proposal clearly defines the costs and what services are being provided for those costs	Notes:			
Success Rate/Timeliness	Poor 1-6 points	Fair 7-13 points	Good 14-20 points	Score 20 points possible
The proposal includes a history of success rate or anticipated success rate and the ability to provide service in a timely and effective manner	Notes:			
Range/Geographical Area	Poor 1-6 points	Fair 7-13 points	Good 14-20 points	Score 20 points possible
The proposal identifies a clear Range/Geographical Area of service	Notes:			
Comments:				Total Score