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Protective Services • Child Support • Income Maintenance • Workforce Development

Madison County Department of Job & Family Services
By and through the authority of the Board of Madison County Commissioners

REQUEST FOR PROPOSALS
Providers for Placement and Related Services for Children Services
RFP # 04-2023

Posting Date: April 10, 2023
Proposal Due Date: May 5, 2023
REQUESTS TO EXTEND DEADLINE WILL NOT BE GRANTED

For Service Provision
June 1, 2023 to May 31, 2025

All proposals submitted in response to this RFP shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this RFP and subsequent contract.

SUMMARY OF PROJECT/PROPOSAL

Madison County Department of Job & Family Services (MCDJFS) is seeking proposals for the selection of a Provider to provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state, and local laws, rules, and regulations applicable to the Provider’s license or certified functions and services. The provider shall include how they are able to be an exclusive foster care maintenance provider, adoption service provider, or service contractor and that they are qualified to meet the needs of all children and families who will receive services from the provider or vendor and provide assurances that no child or family will be denied services due to the exclusive nature of the relationship with the foster care maintenance provider, adoption service provider, or service contractor. This provider must be able to fulfil all placements with the standard practice of no eject no reject. This provider must provide all transportation for children as requested by the agency within a reasonable time request.

The term of this contract is for a 24 month period with the option to extend for two (2) additional 1 -year periods, without the release of another RFP.

NAME OF INDIVIDUAL / COMPANY	
NAME OF AUTHORIZED SIGNATORY	
OFFICIAL SIGNATURE	
ADDRESS (STREET, CITY, STATE, & ZIP CODE)	
E MAIL ADDRESS	
TELEPHONE NUMBER	
CELL PHONE NUMBER	
FAX NUMBER	

All contract terms, conditions, and specifications set forth in this proposal document shall become part of the contract documents. Bidders are to return the entire Request for Proposal with their submission to Madison County Department of Job & Family Services, 200 Midway St., London, Ohio 43140.

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1. REQUEST FOR PROPOSAL # 04-2023

All Articles and Appendices listed below are hereby incorporated into and made a part of this Contract.

Proposals will be accepted at the Madison County Department of Job and Family Services (MCDJFS), 200 Midway St., London, Ohio 43140, until 4:00 p.m. local time on Friday, May 5, 2023, at which time they will be opened, notated, and reviewed thereafter, for the selection of a Provider to provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state, and local laws, rules, and regulations applicable to the Provider’s license or certified functions and services. The provider shall include how they are able to be an exclusive foster care maintenance provider, adoption service provider, or service contractor and that they are qualified to meet the needs of all children and families who will receive services from the provider or vendor and provide assurances that no child or family will be denied services due to the exclusive nature of the relationship with the foster care maintenance provider, adoption service provider, or service contractor. This provider must be able to fulfil all placements with the standard practice of no eject no reject. This provider must provide all transportation for children as requested by the agency within a reasonable time request.

Submitted proposals must be completed according to the specifications and provisions outlined in the Request for Proposal (RFP). The terms of the contract shall be 24 months, effective June 1, 2023 through May 31, 2025, with options to renew for two (2) additional 1-year periods, without the release of another RFP. Madison County Commissioners promote open and free competition, reserve the right to accept or reject any and all proposals, and to waive any informalities or irregularities in the best interest of the County. Interested parties may review or obtain copies of bid documents at the Madison County, Ohio website main page: www.co.madison.oh.us , under Notices, Legal Notices or in person at: MCDJFS, 200 Midway St., London, Ohio 43140 weekdays, except holidays, between the hours of 8:00 a.m. and 4:00 p.m.

2. LETTER OF INTENT TO SUBMIT PROPOSAL

Date:

Madison County Department of Job & Family Services
 Attn: Melissa Howard
 200 Midway St.
 London, OH 43140
 Telephone (740) 852-4770
 Fax (740) 852-4756

RE: RFP # 04-2023

Please confirm your intent to respond to this RFP by sending this letter via e-mail to the following:
 Melissa Howard
 E-Mail: Madison_fiscal@jfs.ohio.gov

Organization / Individual Name	
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Note: All communications regarding this RFP will be done via e-mail. To ensure that no important communications are missed, we suggest that you provide the name(s) and e-mail address(s) of someone in your organization to receive communications regarding this RFP. MCDJFS is not responsible for missed communications due to incorrect e-mail addresses, mailboxes that have exceeded their limit, or other e-mail or Internet service provider problems.

CONTACT PERSON and TITLE	E-MAIL ADDRESS

The Letter of Intent Does not commit the bidder to submit a proposal. By submitting a Letter of Intent, you are assured of receiving all correspondence relating to the proposal including the publication of all proposal related questions and answers.

3. CALENDAR OF EVENTS

The calendar of events is detailed below. MCDJFS reserves the right to modify or revise this schedule.

Any amendments and/or clarifications to this proposal will be distributed via e-mail to those submitting a letter of intent to respond to the proposal.

Amendments/Clarifications become a part of the proposal and any subsequent awarded contract.

Date	Event
April 10, 2023	Request for Proposal (RFP)- first public notice and release to bid list; inquiry period begins
April 19, 2023	Interested bidders are asked to submit a Letter of Intent. The Letter of Intent may be E-Mailed to Madison_fiscal@jfs.ohio.gov .
April 26, 2023 4:00 p.m.	The deadline to submit questions or requests for clarifications. Questions must be submitted via E-Mail to: Madison_fiscal@jfs.ohio.gov no later than <u>4:00 p.m. local time</u> . Also see <u>Section 5.9 "Clarifications, Amendments, and Addendums"</u>
May 1, 2023	Written responses to RFP Questions Issued (estimate)
May 5, 2023 4:00 p.m.	Proposals are due in the MCDJFS, Attn: Melissa Howard, 200 Midway St., London, Ohio 43140 no later than <u>4:00 p.m. local time</u> at which time they will be opened, notated, and reviewed thereafter at MCDJFS. Any proposal received after this date/time will be rejected as non-compliant.
May 17, 2023	Evaluation of proposals is complete (estimated)
May 23, 2023	Notification to Bidders (estimated)
June 1, 2023	Effective Date of Contract (estimated)

4. GENERAL INSTRUCTIONS

4.1 Proposal Instructions

Bidders should respond concisely and clearly to all of the inquiries contained in the proposal. All rates / pricing shall be provided on the cost proposal form included in the RFP. Bidder must clearly explain any additional costs. Each proposal must respond to every question or request for information, whether the request requires a simple “yes” or “no” or requires the submission of product data sheets or other information.

4.2 Entire Agreement; Parties to the Contract

This Contract is the entire agreement between the (“Bidder”) and Madison County Department of Job & Family Services (“MCDJFS”).

4.3 Exclusions from Bidding

Consultants who are under a current contract with MCDJFS or individuals or organizations that have a relationship or affiliation with MCDJFS or could potentially pose a conflict of interest shall be excluded from the proposal process. Any outside party or entity, who has participated with MCDJFS in the development of the proposal, shall be excluded from the proposal process.

4.4 Contract Agreement

The final contract shall be a firm fixed rate/price agreement between MCDJFS and the Provider.

4.5 Contract Components

The Contract consists of the signed contract, the original Request for Proposal including the Contract Terms and Conditions, the Proposal Specifications, the Rate/Pricing Form, all documents requiring Bidder’s signatures, any written amendments/addendums to the original RFP, and the Bidder’s complete competitive proposal, including proper modifications, clarifications, and samples. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- a) The signed contract document and all attached documents.
- b) MCDJFS original RFP.
- c) The contractor’s original submitted proposal document

4.6 Specifications

MCDJFS may use any form of specification it determines to be in the best interest of MCDJFS and that best describes the goods or services to be purchased. Specification may be in the form of a design specification, a performance specification, or a combination thereof. If MCDJFS determines that a design, performance, or combination specification is not in the best interest of MCDJFS, it may use brand name or equal specification. Unless otherwise stated, where a brand name or equal specification is used, use of the brand name is for the purpose of describing the base standard of quality, performance, and characteristics, and is not intended to limit or restrict competition. Equivalent goods or services to those designated will be considered for award.

4.7 Inquiry Process/Additional Information

The deadline to submit questions regarding the content of this RFP is shown in the Calendar of Events.

Questions or requests for clarification received after the deadline will not receive a response unless MCDJFS determines that the answer to the question or clarification could result in a material change to the specifications that could affect all proposals.

Questions are to be submitted via e-mail to Madison_fiscal@jfs.ohio.gov. Contact with any MCDJFS employees concerning this RFP, except through the inquiry method with questions specific to the contents of this RFP, is prohibited. This does not apply to communication during the evaluation process if MCDJFS initiates the communication. See also Section 6.3.1., "Communication During Evaluation."

4.8 Oral Explanations

MCDJFS will not be bound by oral explanations or instructions given at any time during the competitive process or after the selection of the successful proposal.

4.9 Compliance with Specifications and Terms and Conditions

MCDJFS cannot accept any changes to the RFP terms and conditions nor is MCDJFS allowed to accept any additional agreements that were not part of the final RFP documents. MCDJFS will make any changes to the RFP terms and conditions or specification through the issuance of amendments or clarifications. If a proposal is submitted with changes or mark-ups, that proposal will be determined to be non-responsive and will not receive further consideration or evaluation.

4.10 Conflict of Interest

Each Bidder must answer the question in Appendix E, "Bidder Qualifications" Item A, indicating whether the Bidder or any employees or agents that may work through the Bidder have a possible conflict of interest (e.g., current contract with MCDJFS, participated in the development of the proposal, employed by MCDJFS, and, if so, the nature of the conflict. MCDJFS has the right to reject a proposal in which a conflict is disclosed or to reject the proposal or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

4.11 Representations

The Bidder warrants the accuracy of information submitted and acknowledges that MCDJFS will rely on the Bidder's information in making its selection and contracting with the successful organization.

5. PROPOSAL REQUIREMENTS

5.1 Proposal Opening

Refer to Section 3; "Calendar of Events" for the date and time that proposals are due. For those proposals received via mail, the timestamp clock in the MCDJFS front office/receptionist area will serve as the official record of the date and time that proposals are received. Proposals that are received via email, the time of the received email will service as the office record of the date and time that those proposals are received. These will be the sole factor in determining if proposals are received in time to be considered. All proposals received after the stated time and date, for any reason, will be rejected. The opening of the proposals will take place at: MCDJFS, 200 Midway St., London, Ohio 43140.

5.2 Samples

If a bidder offers an alternate solution or product, then a sample must be provided at the time the proposal is submitted. The bidder is solely responsible for any cost incurred in submitting alternate solutions or products. Failure to provide the required sample will result in the proposal being found non-responsive and the proposal will not receive further consideration. The only exception is when a vendor offers the stipulated product and an alternate product but does not provide a sample of the alternate product; MCDJFS will not consider the alternate product and only evaluate the proposal based on the stipulated product.

5.3 Proposal Preparation Costs

Costs incurred in the preparation of a proposal response are the responsibility of the Bidder. MCDJFS will not contribute in any way to the costs associated with responding to a RFP or entering into contract negotiations; additionally, any costs associated with interviews and/or negotiations related to the proposal response are the responsibility of the Bidder. The total liability of MCDJFS is limited to the terms and conditions of a resulting contract.

5.4 Proposal Submissions

All proposal submissions require that the Bidders' name and the Proposal Number be clearly marked on the exterior envelope/package. Bidders are not to bind or place document hardcopies in 3-ring binders or GBC type binders. Documents, including any amendments/clarifications applicable to the proposal, may be secured by using paper clips, binder clips or rubber bands to keep them orderly. All hardcopy documents must be on 8.5-inch x 11-inch paper, brochures should be copied to the same format. **Bidders are to submit the completed original bid packet. Bidders are to submit two (2) paper copies of Appendixes B, C, D, and E.**

If a bidder uses an express mail or courier service, the proposal number must be clearly marked on the express mail or courier envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope. A proposal that is not properly and clearly marked and is inadvertently opened before the scheduled proposal opening time may be disqualified without additional consideration.

If a bidder sends proposal via email, the proposal number must be clearly stated in the subject line along with the bidder's name. All attachments are to be in PDF.

Faxed proposal submissions are not acceptable.

By submitting a proposal, the bidder will be held accountable to know the specifications and conditions under which the resulting contract will be accomplished. This includes the contents of all proposal documents, regulations, and applicable laws.

5.5 When Proposals May Be Delivered

MCDJFS **must** receive proposals prior to and no-later than the date and time the proposals are scheduled due. (Refer to Section 3, "Calendar of Events" for the date and time this RFP is due.) Proposals received after the specified date and time will be considered late and will not be opened. Proposals received through the mail after the specified proposal opening date and time will be returned to the Bidder unopened. MCDJFS does not accept proposals with postage due.

MCDJFS receives proposals during the hours of 8:00 a.m. through 4:00 p.m. Monday through Friday, except observed holidays. **Note: Refer to Section 3, "Calendar of Events" for the date and time this particular proposal is due.** The timestamp clock in the MCDJFS front office/receptionist area will serve as the official record of the time and date that proposals are received through mail, and an email's date/time will serve as an emails office record off time and date. These will be the sole factor in determining if proposals are received in time to be considered.

5.6 Where Proposals Must Be Delivered

For your proposal to be considered, it must be received no later than the proposal submission deadline shown in Section 3, "Calendar of Events."

Hand deliver, courier, email or mail proposals to:

Madison County Department of Job & Family Services (MCDJFS)

Attn: **Melissa Howard**

200 Midway St.

London, OH 43140

Madison_fiscal@jfs.ohio.gov

Bidders assume the risk of the method of dispatch chosen. MCDJFS will not assume responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Proposals may NOT be delivered by facsimile transmission or other telecommunication or electronic means. Proof of delivery includes either of the following:

- Dated receipt from the MCDJFS front office or
- Dated invoice/receipt from a commercial carrier

MCDJFS is not responsible for proposal submissions incorrectly addressed or for proposals delivered to any location other than the address specified above. No confirmation of mailed proposals can be provided.

Proposals must be complete at the time of submission. All proposals and accompanying documents will become the property of the MCDJFS and the Madison County Commissioners and will not be returned.

5.7 Clarifications, Amendments, and Addendums

If a Bidder discovers any inconsistencies, errors, or omissions in the RFP, the Bidder should request clarification from MCDJFS, via e-mail at Madison_fiscal@jfs.ohio.gov.

Requests for clarifications must be made no later than the date shown in Section 3, "Calendar of Events."

Requests for clarifications received after the above timeframe will not be considered unless MCDJFS ascertains that the answer to the clarification could result in a material change to the specifications which could affect all proposals.

During the proposal process, all Bidders, who have submitted a "Letter of Intent", may be furnished certain Amendments/Clarifications covering additions and/or deletions to the RFP documents.

Amendments/Clarifications will be included in the proposal documents and will become a part of the Contract. Amendments/Clarifications may be issued at any time preceding the proposal opening date. When it is necessary to modify a RFP, MCDJFS does so by written amendment or addendum only. Oral instructions, given before the opening of a proposal or the award of a contract, will not be binding.

5.8 Corrections before Proposal Opening

Prior to the proposal opening, if a Bidder withdraws a proposal and resubmits the proposal with revisions, the revisions should be clearly identified and signed or initialed by the Bidder. The omission of a Bidder's signature or initials on a modification may result in the proposal being determined non-responsive. It is the responsibility of the Bidder to resubmit a corrected proposal within the time constraints of the established proposal opening time and date. Failure to resubmit a corrected proposal within the established time and date will result in the proposal being considered late and the proposal will not be accepted. Corrected proposals received through the mail after the specified proposal opening date and time will be returned to the Bidder unopened.

Bidders may withdraw their proposal any time before the proposal opening date. Notice of withdrawal must be sent in writing prior to the proposal opening to the MCDJFS.

5.9 Corrections after Proposal Opening

After the proposal opening, Bidders may only withdraw their proposals as provided in Ohio Revised Code 307.862. Withdrawal of a proposal after a proposal opening exposes a Bidder to legal liability for sanctions, including costs for re-proposal, or may result in a proposal being awarded to the next lowest Bidder. Notice of a claim of right to withdraw a proposal submitted in error, after the proposal opening, must be made in writing and filed with MCDJFS Director within two (2) business days after the conclusion of the proposal opening procedure.

When there are errors in multiplication or addition in a proposal, the unit/rate price quoted will be used for calculating the correct total proposal. Notice of a claim of right to withdraw such proposal must be made in writing filed with the contracting authority within two (2) business days after the conclusion of the proposal opening procedure.

5.10 Proposals are Firm for 120-Days

Unless stated otherwise, once opened all proposals are irrevocable for one hundred twenty days (120) days. Beyond one hundred twenty (120) days, Bidder will have the option to honor their proposal or make a written request to withdraw their proposal from consideration.

5.11 Proposal Rejections

Ohio Revised Code 307.90 and 307.91 permits Madison County Commissioners / MCDJFS to reject all proposals and advertise for new proposals on the required items, products, or services. MCDJFS may reject any proposal, in whole or in part, if any of the following circumstances are true:

- a) Proposals offer supplies or services that are not in compliance with the requirements, specifications, terms, or conditions stated in the RFP.
- b) MCDJFS determines that awarding a proposal for any item or service is not in the best interest of MCDJFS.

MCDJFS reserves the right to reject any or all of the proposals on any basis without disclosure of a reason up until the time the contract is signed by MCDJFS. The failure to make such a disclosure will not result in the accrual of any right, claim, or cause of action by any unsuccessful contractor against MCDJFS.

5.12 Public Record and Treatment of Confidential and Proprietary Information

After the proposals are opened, they are public record as defined in ORC 149.93 and are subject to all laws appurtenant thereto.

All materials in the proposal will become the property of MCDJFS and may be returned only at MCDJFS discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC 149.93. Any portion of the proposal to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC 149.93. Pricing/rate pages of the proposal document shall be considered public information.

6. EVALUATION PROCESS

6.1 Initial Review of Proposals for Technical Compliance

MCDJFS will review all proposals for compliance with the technical proposal requirements. Proposals found to be non-responsive will not receive further evaluation.

6.2 Evaluation Standard: Lowest and Best

A proposal is lowest and best if the proposal offers the best cost and supply or service in comparison to all other proposals as set forth in the evaluation sections of the proposal. See Exhibits B, C, D and E. MCDJFS reserves the right to award a contract to a Bidder that may have a higher price and by evaluation best meets MCDJFS' requirements. MCDJFS' determination of "lowest and best" includes, but is not limited to, the following factors (not ranked in any relative order of importance.)

- a) Price/rate of goods or service
- b) Capability of the Bidder to perform the services
- c) Quality of product/services in relation to specifications
- d) Experience/references of the Bidder
- e) Bidder's conduct and performance on previous contracts
- f) Warranty Information (if applicable)
- g) Product Stewardship Information (if applicable)

6.3 Evaluation of Proposal Documents

Proposals are typically evaluated within 60-days. MCDJFS will evaluate each proposal against the criteria and requirements of this proposal. MCDJFS may ask a Bidder to clarify any portions of its proposal.

MCDJFS reserves the right to award to multiple vendors, to reject all proposals and re-propose, or not to make any award on an "ALL or NONE" basis.

6.3.1 Communication during Evaluation

During the evaluation process, unless requested by MCDJFS as part of the evaluation process, any attempt on the part of the Bidder, the Bidder's agent(s), or any party representing the Bidder, to communicate with any staff member of MCDJFS regarding the evaluation process may be grounds for immediate disqualification of the Bidder. Any submission of correspondence by the Bidder, the Bidder's agent(s), or any party representing the Bidder, that is determined by MCDJFS to be an attempt to compromise the impartiality of the evaluation, may be grounds for immediate disqualification of the Bidder.

A determination to cease the evaluation of a proposal or reverse an award determination will be at the sole discretion of MCDJFS.

MCDJFS may request additional information to evaluate a Bidder's responsiveness to the RFP or to evaluate a Bidder's ability to provide the requested product or services. If a Bidder does not provide the requested information, it may adversely impact MCDJFS' evaluation of the Bidder's responsiveness or responsibility.

6.3.2 References

Utilizing Appendix B, Bidder must provide two (2) complete business references for services completed within the past 2 years. All references must include company names, addresses, telephone number(s), and names of person(s) to contact, and the approximate number of times bidder has delivered services within the last 2 years. References should be from organizations of similar scope and size to MCDJFS who are using the goods or services requested by MCDJFS in a similar manner. Bidders may not use any current or past employee of MCDJFS as a reference for this proposal.

6.3.3 Rates/Pricing

A rate/pricing form has been provided as Appendix C. Bidder is to complete all sections of the rate/pricing form following the instructions given on the rate/pricing form. Failure to complete Appendix C in its **entirety** will result in the proposal being found non-responsive.

6.3.4 Contract Award

When the proposal evaluation process is completed, MCDJFS will make recommendations to the Madison County Commissioners for the award of contracts. A contract is not deemed "awarded" until the Madison County Commissioners have approved the contract and it is fully executed by both the successful bidder and the Director of MCDJFS.

6.3.5 Protest Procedure

Two types of protests can be submitted:

A. Any potential or actual bidder objecting to the matters relating to the process of soliciting the proposals (RFPs) must submit a protest in the form of a written statement and contain the information from below. The protest must be submitted no later than 4:00 PM on the closing date for receipt of proposals.

B. Any potential or actual bidder objecting to the award of a contract resulting from this RFP must submit their protest in the form of a written statement and contain the information from below. The protest must be submitted no later than 4:00 PM of the tenth (10) calendar day after the issuance of the Letter of Intent to award the contract.

Information required in protest statement:

1. Name, address, and phone number of protestor.
2. Name of organization/ individual protesting.
3. A detailed statement(s) of factual grounds for protest.
4. Any other information the protestor believes to be essential to the determination of the questions at the issue in the written protest.

A timely protest shall be considered by MCDJFS, if it is received within the submittal guidelines. Upon review of the facts provided in the written request for a review, the director may at his or her discretion schedule a formal review meeting.

Should the review meeting be scheduled, it will be held within five (5) working days of receipt of the request for a review. The director will render a written decision within fifteen (15) working days from receipt of the request.

All protests must be submitted at the following location:

MCDJFS
Attn: Robin Bruno, Director
200 Midway St.
London, OH 43140

7. CONTRACT TERMS AND CONDITIONS

7.1 Standard of Care

Contractor will discharge its obligations under the Services Agreement with that level of reasonable care, which a similarly situated business would exercise under similar circumstances.

For services to children and families, a formal referral will be made utilizing MCDJFS to the provider.

7.2 Time of Performance

The Contract is subject to the approval of the Madison County Commissioners. MCDJFS will determine the Contract term and the Contract will remain in effect until the end date as noted in the Contract or until the Contract is fully performed by both parties or until it terminates in accordance with the termination language of the Contract.

7.3 Ethics

All contractors and employees of MCDJFS are bound by the Ethics Laws of Ohio. Any contractor or employee who violates any of these laws will be subject to penalties set forth by law.

7.4 Compliance with Executive Order

MCDJFS complies with Executive Order 2010-09S "Banning the Expenditure of Public Funds for Offshore Services"; NO work products or services related to this contract shall be completed in whole or in part by any individual person(s) and or organization(s) outside of the United States. Failure of the contractor to comply with the terms of Section 7.4 will result in the immediate termination of the contract by MCDJFS.

7.5 Confidentiality

Contractor agrees not to use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. In the performance of this contract, the Provider may learn of information, documents, data, records, or other material that is confidential. The provider must assume all client information, documents, records, or other materials are confidential and must hold in same confidence. The provider agrees to comply with federal and state laws applicable to MCDJFS concerning the confidentiality of information related to the children and families we serve. The terms of this "Confidentiality Section" will be included in any subcontracts executed by Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by MCDJFS will be returned to MCDJFS no later than ninety (90) days following the termination of this Contract, and Contractor certifies that it will not retain copies of source data, or any product of source data.

7.6 Legal Process

Bidder shall not be liable to MCDJFS or any third party for the disclosure of or the seizure, attachment, garnishment, or subpoena of MCDJFS deposits pursuant to civil or criminal legal process issued against MCDJFS, its employees, or its agents, which directs Bidder to hold, disclose, turn over, or surrender such deposits pursuant to such legal process.

7.7 No Guarantee

Nothing in this Contract shall be construed to guarantee Contractor either a minimum or maximum payment amount during the term of this Contract.

7.8 Indemnification

The contractor shall assume the defense of, indemnify, and save harmless all Madison County Commissioners, agencies/departments, including public officials, and employees acting in the course of their employment, but not as members, from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that

may arise from the related Contractor's performance of the work required under this Contract and including Contractor's employees and agents.

7.9 Bidder's Warranty Against an Unresolved Finding for Recovery

Ohio Revised Code (ORC) 9.24 prohibits MCDJFS from awarding a contract to any bidder against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By submitting a proposal, Bidder warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under ORC 9.24, prior to the award of any contract arising out of the RFP, without notifying MCDJFS of such finding.

7.10 Record Keeping

During the period covered by this contract, Contractor will keep all financial records consistent with Generally Accepted Accounting Principles (GAAP). Contractor is required to provide MCDJFS or their designated representative, authorized representatives (for the Contractor), and any person or agency instrumentally involved in providing financial support for the contract work access and right to examine any books, documents, papers, or records related to this contract. Claims documentation may be reviewed through a formal audit and are not subject to the work access requirements set forth in this paragraph.

7.11 Record Retention and Review:

All documents, papers, and records of Contractor that relate to program costs, work performed and supporting documentation for invoices submitted to MCDJFS by Contractor, along with copies of all deliverables submitted to MCDJFS pursuant to this Contract, will be retained and made available by the Contractor for inspection and audit, at reasonable times and upon reasonable request, by MCDJFS, or other relevant governmental entities including, but not limited to, the Ohio Department of Jobs and Family Services (ODJFS), the county family services agency and workforce development agency, the Auditor of the State of Ohio, any duly appointed law enforcement official, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives, for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation, or other action is initiated during the time period of the Contract, Contractor shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.

7.12 Invoicing, Payment, and Taxes

7.12.1 Invoicing

Contractor agrees to submit a proper invoice within thirty (30) days of the service month. A proper invoice is defined as being free of defects, discrepancies, errors, or other improprieties. Improper invoices will be returned to the Contractor noting the areas of discrepancy. Invoices shall include, at a minimum, the following: Name and address of the Contractor, date(s) of service, number or type of service provided, unit cost/rate cost and total cost for each service, and invoice number.

Contractor will submit invoices to:

Madison County Department of Job and Family Services
Attention: Accounts Payable
200 Midway Street
London, Ohio 43140

Programmatic and fiscal technical assistance may occur during the contract period. This occurs either through desk review at MCDJFS or visits with the providers. Monitoring of the contracts provides MCDJFS assurance that services the agency is purchasing are being offered to MCDJFS clients and also serves to ensure that the federal dollars allocated to each program are appropriately utilized.

7.12.2 Payment

Upon approval by the designated MCDJFS Supervisor, the invoices will be submitted to the MCDJFS Fiscal Department for payment. MCDJFS normally makes payment within 30 days of receipt by the Fiscal Department. MCDJFS may only process an invoice for payment after delivery and acceptance of the ordered supplies or after services have been completed or transpired. MCDJFS will not pay late fees, interest, or other penalties for late payment, unless otherwise stated. Any entity authorized to utilize this Contract, outside the responsibility of MCDJFS, is responsible for all orders, invoices, payment, and/or tracking. All invoices are subject to audit and adjustment by MCDJFS before and/or after payment is made.

7.12.3 Taxes

MCDJFS is exempt from all federal, state, and local taxes. MCDJFS will not pay any taxes on supplies or services purchased from a Contractor. A tax-exempt certificate will be provided on request of the Contractor receiving the proposal(s) award.

7.13 Subcontracting

The performance of any duty, responsibility, or function which is the obligation of the Contractor under this Contract may be delegated or subcontracted to any agent or subcontractor of Contractor if Contractor has obtained the prior written consent of MCDJFS for that delegation or subcontract. Contractor shall remain responsible for ensuring that the duties, responsibilities, or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Contract, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Contractor for purposes of this Contract. All restrictions, obligations, and responsibilities, which apply to Contractor under this Contract, shall also apply to any agent or subcontractor. Changes to any such delegation or subcontract will not be effective to bind MCDJFS unless MCDJFS approves such changes in writing.

Contractor shall not use any subcontractor who has been subject to action that limits the subcontractor's right to do business with the local, state, or federal government.

7.14 Consent to Assign

Contractor will not assign any of its rights under this Contract unless MCDJFS consents to the assignment in writing, including any assignment through a merger or other corporate reorganization. Any purported assignment made without MCDJFS' written consent is void and may be subject to termination of the contract. MCDJFS may assert against an assignee any claim or defense MCDJFS may have against the assignor.

The Company shall notify MCDJFS as soon as possible, but no later than sixty (60) days, prior to the Contractor converting into, merging or consolidating with or selling or transferring substantially all of its assets or business to another corporation, person, or entity.

7.15 Independent Contractor

The parties agree that Contractor is an independent contractor and that nothing in this Contract shall be construed to create any other relationship between the parties, including but not limited to, that of employee, partner, agent, or representative. Contractor agrees that as an independent contractor, Contractor assumes sole responsibility for the payment of any federal, state, municipal, or other tax liabilities along with Workers Compensation, Unemployment Compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Contractor agrees that it is an

independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation Law, and Unemployment Insurance Law.

7.16 Insurance

If applicable, the Contractor must provide copies of appropriate insurances or licenses for your operational needs. Throughout the contract period, the Contractor must maintain a comprehensive insurance program affording at a minimum the coverage shown below. MCDJFS must be identified as **additional insured**, and the proposal number must be included on the Certificate of Insurance. If there is any change in the Contractor's insurance, insurance carrier, or liability amounts, a new certificate must be provided to MCDJFS Finance Department within seven (7) calendar days of the change.

7.16.1 Comprehensive General Liability

Up to \$1,000,000 single limit occurrence including coverage for: a) Personal Injury Liability: all sums, which the company shall become legally obligated to pay as damages because of bodily injury, sickness, or disease including death at any time resulting there from, sustained by any person other than its employees; b) Broad Form Property Damage Liability; c) products and completed operations; d) premises and completed operations; and e) contractual liability insuring the obligations assumed by the Contractor under the Contract. This insurance does not apply or shall not be construed as being applicable to liability for damages arising out of bodily injury to any person or damage to any property of others resulting from the negligence of MCDJFS, its officers, employees, or agents.

7.16.2 Automobile Liability Insurance

All sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence rising out of ownership, maintenance, or use of any automobile.

7.16.3 Excess Annual Aggregate Limit

During the term of this Contract and any extension thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense, shall maintain the required insurance coverage as described in the Contract. MCDJFS may require the Contractor to provide respective certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate within a seven (7) calendar day period may be considered as default.

7.17 Contract Extension-Price Changes

The Contractor, unless otherwise stated, must request any rate/price or unit cost increases forty-five (45) days before the extension date of the contract. Rates/Pricing under any Contract extension will be firm and fixed for the extension period. All rate/price increase requests must have verifiable justification.

MCDJFS may request, based on economic conditions, a price decrease with certifiable justification prior to granting any Contract extension.

MCDJFS and the Madison County Commissioners must approve any justified price increases or decreases for the extension periods.

7.18 Contract Extension at the End of Any Contract Period

The contract shall be automatically extended for ninety (90) days at the option of MCDJFS, to allow for the issuance of a new RFP, award of a new contract, or completion of the contract extension.

7.19 Minimum Orders

There are no minimum order limits authorized, unless otherwise stated. The Contractor will utilize the most economical and expeditious method for proper delivery of services/items. If authorized by the Contract, a delivery fee may be applied for expedited delivery (e.g., overnight, etc.) All fees will be noted in the RFP at the time of submittal.

7.20 Estimated Usage

Unless otherwise stated, the usage indicated for each item(s)/services(s) are to be considered as estimates only and should be considered as information relative to potential purchases that may be made from the Contract. MCDJFS makes no representation or guarantee as to the actual number of products or services to be purchased.

All quantities shown are estimated quantities and are to be used for planning purposes only.

7.21 Contract Administration and Reports

7.21.1 Contract Administration

The MCDJFS Finance Department and designated MCDJFS Department Supervisors will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions, and specifications of the Contract. If MCDJFS observes any Contract infraction(s), such shall be documented, and Contractor will be notified by the MCDJFS Finance Department. Failure of the Contractor to rectify the infraction(s) may result in Contractor being deemed in default, whereas MCDJFS may apply the termination clauses of this Contract.

7.21.2 Service Reports

The management of MCDJFS may request various reports regarding performance of this Contract. The Contractor will respond to such requests in a timely manner. All reports will be provided at no cost to MCDJFS.

7.21.3 Quality Assurance

The contractor is responsible for providing quality service to MCDJFS throughout the contract and any extensions in the same manner that any similarly situated company providing similar work would provide.

7.22 Contract Cancellation

If the Contractor fails to perform any of the obligations under this Contract, Contractor will be in default and MCDJFS may cancel this Contract in accordance with this Section. The cancellation will be effective on the date delineated by MCDJFS.

7.22.1 30-Day Notice Termination

MCDJFS reserves the right to terminate the resulting Contract immediately for its convenience by giving the Contractor 30-days written notice. If this Contract is terminated for convenience, MCDJFS shall be liable only for payment under the payment provisions of the resulting contract for goods and services rendered before the effective date of termination.

7.22.2 Non-Appropriation of Funds

This Contract is contingent upon MCDJFS budgeting and appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event that the funds necessary for the continuation of this Contract are not approved for expenditure in any year, this Contract shall terminate on the last day of the

fiscal year in which funding was approved, without penalty to MCDJFS. MCDJFS will provide the Contractor with written notification ten (10) business days after being notified that the funding is no longer approved.

7.22.3 Cancellation for Failure to Retain Certification

Pursuant to the requirements as stated in the Contract, all certifications and/or registrations must be maintained for the duration of the Contract. Failure to renew certifications or the de-certification by the certifying entity may result in the immediate termination of this Contract.

7.22.4 Cancellation for Financial Instability

MCDJFS may cancel this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

7.22.5 Termination for Default

MCDJFS may, subject to the paragraphs below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- Deliver the supplies or to perform the services within the time specified in this Contract or any extension;
 - Make progress, so as to endanger performance of this Contract.
- A. MCDJFS may exercise its right to terminate this Contract if after receipt of a notice from MCDJFS specifying the default; the Contractor does not offer a plan to cure such default within 10-days (or more if authorized in writing by MCDJFS). This paragraph only requires that the Contractor present their plan and timeline in which they intend to cure the default.
 - B. If MCDJFS terminates this Contract in whole or in part for default, it may acquire, under the terms and in the manner MCDJFS considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to MCDJFS for any excess costs for those supplies or services. The maximum amount of liability of the Contractor shall not exceed the total amount of administrative service fees that have been paid to the Contractor as of the termination date of the Contract. However, the Contractor shall continue the work not terminated.
 - C. Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
 - D. If failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of the Contractor and subcontractor, and without fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
 - E. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of MCDJFS.

7.22.6 Actual Liabilities

Contractor is liable for all damages caused by the Contractor's default or negligence. MCDJFS may buy substitute services or supplies from a third party for those that were to be provided by the Contractor. MCDJFS may recover the costs associated with acquiring substitute supplies or services, less any expense or costs saved by Contractor's default, from Contractor. The maximum amount of liability to the Contractor shall not exceed the total amount of payments that have been paid to the Contractor as of the termination date of the Contract.

7.23 Suspension and Debarments

MCDJFS will not award a Contract for goods or services, funded in whole or in part with Federal funds, to a person or vendor who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System <https://www.epls.gov/>.

7.24 Legal Compliance

The Contractor must agree to comply with all applicable local, state, and federal laws in the performance of the work specified in this bid including applicable state and federal laws regarding drug-free work places. The Contractor 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 taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work specified in this proposal.

7.25 Workers' Compensation Provision

The Contractor shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the State of Ohio, as applicable by law. Unless otherwise listed in the proposal specifications, the awarded Contractor will be required to provide said certificate within seven (7) calendar days after notification to award to: MCDJFS, Attn: Finance Dept., 200 Midway St., London, OH 43140. Failure to provide certificate within the stated time period may result in the Contractor being found non-responsive and result in a dismissal of the award recommendation. Failure to maintain Workers' Compensation Liability Insurance coverage as required by law and any renewal thereto will be considered as a default.

7.26 Non-Collusion Certification

By the signature affixed on **Exhibit 1** (*Non-Collusion Affidavit*) of the proposal, the Contractor certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing proposal; that such proposal is genuine and not collusive or sham; that Contractor has not colluded, conspired or agreed, directly or indirectly, with any Bidder or person, to put in a sham proposal; or colluded or conspired to have another party not submit a proposal and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the proposals price of its proposal or that of any other Bidder, or to secure any advantage against any Bidder or any person or persons interested in the proposed Contract and that all statements contained in the proposal are true; and further, that the Contractor has not, directly or indirectly, submitted this proposal, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

7.27 Non-Discrimination / Equal Opportunity Provisions

By the signature affixed on **Exhibit 2** (*Non-Discrimination / Equal Opportunity Affidavit*), the Contractor certifies that he/she complies with all applicable laws regarding Non-Discrimination / Equal Opportunity. All Contractors

must be willing to enter a Contract containing the express language contained in 125.111 of the Ohio Revised Code, which requires the following:

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

- a) That in the hiring of employees for the performance of work under the Contract or any subcontract no contractor 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.
- b) That no Contractor, Subcontractor, or any person acting on behalf of any Contractor or Subcontractor shall, 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.
- c) All Contractors who contract 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 122.71 of the Ohio Revised Code. Annually, each such 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 §122.92 of the Ohio Revised Code.

7.28 Delinquent Personal Property Taxes

By the signature affixed on **Exhibit 3** (*Delinquent Personal Property Taxes*) of the Bid, the Contractor certifies that they are not charged with delinquent personal property taxes on the general list of personal property in Madison County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Madison County, Ohio.

7.29 Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization

Affixing a signature on **Exhibit 4** (Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization) of the proposal, the Contractor certifies that it does not provide material assistance to any organization on the list, and that failure to complete the form or answer “yes” to any question shall serve for the purposes of this affidavit as a disclosure of the provision of assistance to an organization that is listed on the terrorist exclusion list (attached with the DMA form).

Ohio Revised Code Section 2909.21 Terrorism requires that any contract that will result in a Contractor receiving funding in an aggregate amount greater than \$100,000 annually shall certify that it does not provide material assistance to any organization on the United States Department of State Terrorist exclusion list.

7.30 Conflict of Interest

Contractor and MCDJFS each warrants that, as of the time they enter into this Contract, they have no interest in and thereafter will not acquire any interest, direct or indirect, in any agreement or arrangement that will impede their ability to perform their obligations under this Contract. Contractor and MCDJFS warrants further that none of their respective officers or employees has any financial interest in this Contract, and that they do not know of any other conflict of interest. Any performance-based incentive payments, commissions or bonuses related to performance under this Contract and paid to any officer or employee of Contractor or its subcontractors shall be disclosed to MCDJFS. Contractor and MCDJFS will report the discovery of any potential conflict of interest to the other. If a conflict of interest does arise, the aggrieved party shall have the option of requiring the breaching

party to terminate any relationship which gives rise to the conflict in question. No current employee of MCDJFS may be concurrently employed directly or indirectly as an employee or subcontractor of Contractor for the provision of services described in this Contract, unless such employment has been expressly approved through MCDJFS.

7.31 Publications, Copyrights, Rights in Data and Patents

MCDJFS reserves a royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use and to authorize others to do so, all documentation and products produced at any time during the contract period and thereafter, except that MCDJFS shall not disclose to third parties without restriction or make available to any competitor or potential competitor of Contractor any documentation or product which Contractor identifies as constituting proprietary methods or information or Trade Secrets. All documentation produced as required by a part of the Contract will become the exclusive property of MCDJFS and may not be copied by Contractor or any employees of Contractor without the written permission of MCDJFS, except that documents may be copied without written permission if used in connection with Contractor's performance of its obligations under this Contract.

7.31.1 Publications

Contractor shall not publish the results of contract activity without prior written approval from MCDJFS Director, which approval shall not be unreasonably withheld or delayed. Any publication (written, visual or audio), before or after the termination of the Contract, shall contain an acknowledgment of MCDJFS contract support, and a copy of such publication shall be furnished to MCDJFS at no cost.

7.31.2 Trade Secrets

Notwithstanding anything herein, MCDJFS shall not have any ownership interest in, or license to use, any trade secrets of Contractor, as trade secret is defined in Ohio Revised Code Section 1333.61, as amended, provided that Contractor gives prior written notice of its trade secret claim, the specific material or data claimed as a trade secret is clearly identified and MCDJFS agrees that the claimed information is a trade secret as defined above. MCDJFS shall not knowingly disclose such trade secrets of Contractor either directly or indirectly, including to the extent that such trade secrets are incorporated into records maintained by Contractor or its subcontractors.

7.32 Amendments

This Contract may be amended only by the express, written, and signed agreement of both parties. No change in terms and conditions, payment terms, program description, and/or other requirements of this Contract may be authorized except under this section. Only the Director of MCDJFS may agree to and sign (with Madison County Commissioners approval, if applicable) an amendment.

7.33 Non-Waiver of Rights-Remedies:

Failure to enforce any provision of this Contract does not constitute a waiver of the right of either party to enforce any future failure of the other party to comply with that or any other of the requirements of this Contract. Both parties reserve the right to all administrative, contractual and legal remedies, which are available in the event of a violation or breach of the terms of this Contract.

7.34 Severability

If any term of this Contract or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

7.35 Integration

This Contract constitutes the entire agreement of the parties. There are no promises, terms, conditions or obligations binding the parties other than those stated herein. This Contract shall supersede all previous communications, representations, or agreements, either written or oral, between the parties to this Contract.

7.36 Interpretation

Unless the context of this Contract clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term “including” is not limiting, the words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract. Any reference in this Contract to any agreement, instrument, or document shall include all amendments, changes, extensions, modifications, renewals, replacements, substitutions, and supplements, thereto and thereof, as applicable. Any reference herein to any person shall be construed to include such person’s successors and assigns as otherwise permitted herein.

7.37 Applicable Law

This Contract shall be governed, construed, interpreted, and enforced under the laws of the State of Ohio. Any legal action commenced by either party shall be in a court of competent jurisdiction in Madison County, Ohio.

7.38 Notice

Notices sent by MCDJFS to Contractor concerning termination, suspension, option to renew, breach, default, or other formal notices required by this Contract, will be sent to the person who has signed this Contract on behalf of Contractor at the address listed on the final signature page.

All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail, return receipt requested, or delivery service with receipt).

7.39 Certifications and Affidavits

7.39.1 Additional Contractor Assurances:

By executing this Contract, Contractor certifies recurrent and continued compliance with each condition listed below. Contractor’s certification of compliance with each of these conditions is considered material representations of fact upon which MCDJFS relied upon in entering into this Contract.

- ❖ Contractor certifies that neither Contractor, nor any principal of Contractor is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, 45 CFR Part 76, or other applicable statutes or regulations.
- ❖ Contractor certifies that Contractor is not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- ❖ Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current. If at any time during the contract period Contractor is disqualified from conducting business in Ohio for any reason, Contractor must immediately notify MCDJFS of the disqualification, and immediately cease performance hereunder.

- ❖ Contractor certifies that Contractor, its principals, affiliated groups, or persons with a controlling interest in Contractor's organization comply with ORC 2909.33 in that none of the aforementioned has provided Material Assistance to a Terrorist Organization.
- ❖ Compliance with Executive order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations 41 CFR Part 60.
- ❖ 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 contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- ❖ Compliance with Ohio Executive Order 2010-09S "Banning the Expenditure of Public Funds for Offshore Services.
- ❖ Compliance with ORC 5153.11.1, certifying that no staff providing direct services under this contract has been convicted of, pleaded guilty to, a violent crime against children, as verified by a completion of a background check.

7.39.2 Exhibit 1 Non-Collusion Affidavit

Appendix A Exhibit 1 must be completed, notarized and included in Bidder's proposal submission.

7.39.3 Exhibit 2 Non-Discrimination / Equal Opportunity Provisions

Appendix A Exhibit 2 must be completed, notarized and included in Bidder's proposal submission.

7.39.4 Exhibit 3 Delinquent Personal Property Tax

Appendix A Exhibit 3 must be completed, notarized and included in Bidder's proposal submission.

7.39.5 Exhibit 4 Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization

Appendix A Exhibit 4 must be completed and included in Bidder's proposal submission.

7.39.6 Exhibit 5 Declaration Compliance with Code of Conduct

Appendix A Exhibit 5 must be completed, notarized and included in Bidder's proposal submission.

7.39.7 Exhibit 6 Declaration of 3517.13 of the O. R. C.

Appendix A Exhibit 6 must be completed, notarized and included in Bidder's proposal submission.

8. APPENDIX A AFFIDAVITS AND DECLARATIONS

The following pages contain the affidavits and declarations required for this proposal.

8.1 APPENDIX A - Exhibit 1 – Non-Collusion Affidavit

RFP #: 04-2023

STATE OF _____,

COUNTY OF _____, SS:

_____ being first duly SWORN, deposes and says that he/she is
The _____ or authorized representative of _____
or is the party submitting this proposal, that such proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham proposal, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal rate/ price of affiant or any other bidder; to fix any overhead, profit or cost element of said proposal rate/ price, or of that of any other bidder; to secure any advantage against Madison County Department of Job & Family Services or any person or persons interested in the proposed contract; that all statements contained in said proposal are true, and that, such bidder has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the proposal being submitted.

Affiant
SWORN to before me and subscribed in my presence this ____ Day of _____ 20__

NOTARY PUBLIC

My commission expires: _____, _____

(SEAL)

8.2 APPENDIX A - Exhibit 2 - Non-Discrimination And Equal Employment Opportunity Affidavit

RFP #: 04-2023

STATE OF _____

COUNTY OF _____, SS

_____ being first duly sworn, deposes and says that he/she is
(Print Name)

_____ (Title)

of _____ (Organization), the party who made the foregoing proposals; that such party as contractor does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing proposals, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment, setting forth the provisions of this affidavit.

Affiant Signature

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this ___ day of _____, 20__

Notary Public

My Commission expires _____, 20____
(Seal)

8.3 APPENDIX A - Exhibit 3 - Delinquent Personal Property Tax Affidavit

RFP #: 04-2023

State of: _____

County of _____, SS:

_____ Being first duly sworn, deposes and says that he/she is
(Print Name)

(Title) _____ of _____

with offices located at, _____

and as it's duly, authorized representative states that effective this ____ day of _____, 20____

() is not charged with delinquent property taxes on the general list of personal property in Madison County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Madison County, Ohio.

() is charged with delinquent personal property taxes on the general list of personal property in Madison County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Madison County, Ohio.

COUNTY	AMOUNT(Total including Penalties and Interest)

(Affiant Signature)

Sworn to and subscribed this ____ day of _____, 20__.

_____ My Commission expires _____, 20____,
Notary Public

(Seal)

8.4 APPENDIX A - Exhibit 4 - Terrorist Affidavit/ Homeland Security Letter

RFP #: 04-2023

***** FOR INSTRUCTIONAL USE ONLY *****

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).

Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

Department of Public Safety Divisions:

- | | |
|----------------------------------|--------------------------------|
| Administration | Ohio Homeland Security* |
| Ohio Bureau of Motor Vehicles | Ohio Investigative Unit |
| Ohio Emergency Management Agency | Ohio Criminal Justice Services |
| Ohio Emergency Medical Services | Ohio State Highway Patrol |

* DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

***** FOR INSTRUCTIONAL USE ONLY *****



GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/non-assistance to an organization on the U.S. Department of State Terrorist Exclusion List (“TEL”). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of “yes” to any question, or the failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, “material support or resources” means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME	MI
HOME ADDRESS			
CITY		STATE	ZIP COUNTY
HOME PHONE ()		WORK PHONE ()	

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			PHONE ()
BUSINESS ADDRESS			
CITY		STATE	ZIP COUNTY
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? Yes No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

Applicants Signature X	Date
---------------------------	------

Additional copies of this letter and additional information can be found at:

<http://www.homelandsecurity.ohio.gov/>

8.5 APPENDIX A - Exhibit 5 - Code of Conduct Affidavit

RFP #: 04-2023

STATE OF _____ ,

COUNTY OF _____ , SS:

_____ Being first duly SWORN, deposes and says that he/she is

The _____ or authorized representative of

_____ or is the party submitting this proposal, certifies compliance with Ohio Ethics Laws; ORC Sections 102.03, 102.04, 2921.42 and 2921.43. Contractor may not give to any MCDJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties or solicit an MCDJFS employee to violate MCDJFS code of standards of conduct or the ORC. The contractor shall refrain from direct or indirect conflicts of interest. The contractor shall promptly notify MCDJFS of any newly arising conflicts of interest or potential violations of state ethics laws. Ohio Ethics laws may be reviewed at <http://www.ethics.ohio.gov/OhioEthicsLaw.html>.

Provider acknowledges that any contractor or sub-contractor who violates the requirements and prohibitions of Ohio Ethics laws is subject to MCDJFS refusal to enter into a contract, contract termination, or prosecution.

Affiant

SWORN to before me and subscribed in my presence this

_____ Day of _____, _____ (Year)

NOTARY PUBLIC

My commission expires: _____, _____

(SEAL)

8.6 APPENDIX A - Exhibit 6 – Compliance with section 3517.13 of the ORC

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE

RFP #: 04-2023
STATE OF OHIO

COUNTY OF _____ SS:

Personally appeared before me the undersigned, as an individual or as a representative of
_____ for a contract for _____
(Name of Entity) (Type of Product or Service)

to be let by Madison County, who being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **individually** made within the previous 24 months and that, if awarded a contract for the purchase of goods or services in excess of \$ 10,000(aggreated) in a calendar year, none of the following **individually** will make, beginning on the date of the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$ 1,000.00, to any member of the Madison County Board of Commissioners or their individual campaign committees:

- a. Myself (if applicable);
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have **collectively** made within the previous 25 months, and that, if awarded a contract for the purchase of goods or services in excess of \$ 10,000(aggreated) in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$ 2,000.00, to any member of the Madison County Board of Commissioners or their individual campaign committees:

- a. myself If applicable);
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section;
- f. any political action committee affiliated with any person identified in divisions (a) through (c) of this section.

Signature _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20 _____

Notary Public _____

My Commission Expires: _____

APPENDIX B - REFERENCES

RFP #: 04-2023

Bidder **must** provide two (2) complete business references for services completed within the past 2 years. **Bidder may not use any current or past employee of MCDJFS as a reference for this proposal.**

Company Name	
Street Address	
City, State, Zip	
Phone	()
Contact Person and Title	
E-mail address if available	
Approximate number of times bidder has delivered services within the last 2 years	

Company Name	
Street Address	
City, State, Zip	
Phone	()
Contact Person	
E-mail address if available	
Approximate number of times bidder has delivered services within the last 2 years	

APPENDIX C - RATE/PRICING RESPONSE

RFP #: 04-2023

Rate/Pricing for RFP # 04-2023 shall be presented on the form below. **Bidder** must complete this form in its **entirety** for the proposal to be considered valid. Failure to complete this form in its **entirety** will result in the proposal being found non-responsive. **If any item does not apply to bidder's rate/price structure, please note "N/A" in blanks.**

Current hourly rate: \$ _____

OR Current unit rate: \$ _____

OR Mileage reimbursement: \$ _____

Other costs (describe) _____ \$ _____

Signature of Party Authorized to present this Proposal: _____

Printed Name: _____

Title: _____

APPENDIX D - SPECIFICATIONS AND SCOPE OF SERVICE

RFP #: 04-2023

Contract Term

The initial contract term is as follows: The term of this contract is for a 24 month period with the option to extend for two (2) additional one -year periods, without the release of another RFP. The option for multiple contract extensions are at the discretion of MCDJFS.

Scope of Service

Contracted services will provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state, and local laws, rules, and regulations applicable to the Provider's license or certified functions and services. The provider shall include how they are able to be an exclusive foster care maintenance provider, adoption service provider, or service contractor and that they are qualified to meet the needs of all children and families who will receive services from the provider or vendor and provide assurances that no child or family will be denied services due to the exclusive nature of the relationship with the foster care maintenance provider, adoption service provider, or service contractor. This provider must be able to fulfil all placements with the standard practice of no eject no reject. This provider must provide all transportation for children as requested by the agency within a reasonable time request.

Specifications

The following specifications are intended to provide a basis for the receipt and analysis of proposals for this service. Bidder must provide a written narrative addressing each item below. Bidder must submit copies of all documents requested. Failure to respond to "Specifications" and or failure to submit any documents as requested will result in the proposal being found non-responsive.

- A. Bidder must describe how the history of your organization provides the experience needed to be successful. Describe the mission and values of your organization.
- B. Bidder must provide hours of agency/organization operation.
- C. Bidder must describe any unique features or aspects of the services that they would provide.
- D. Bidder must demonstrate their availability and response time. Indicate whether or not emergency services are provided, and if so, the minimum response time for an emergency request. Bidder must describe the step-by-step process for contact, referral and linkage for services.
- E. Bidder must describe the method used to document service delivery and invoicing.
- F. Bidder must describe how their services operate from the perspective of clients.
- G. Bidder must describe on-going collaboration with current partners as well as new relationships that would develop. Identify needs of the county.

APPENDIX E - BIDDER QUALIFICATIONS

RFP #: 04-2023

Bidder must provide an answer addressing each item below. Failure to respond to “Bidder Qualifications” will result in the proposal being found non-responsive.

- A. Pursuant to Section 4.10 “Conflict of Interest” does the agency/organization, its employees, or agents, have any possible conflict of interest? Answer yes or no; if yes, provide details.
- B. Pursuant to Section 7.4 “Compliance with Executive Order”, bidder must affirm and/or disclose the following:
 - I. Does bidder affirm that they understand and will abide by the requirements of this Order? Answer Yes, or No.
 - II. State the location(s) where all services will be performed by any contractor or subcontractor.
 - III. State the location(s) where any MCDJFS data associated with any of the services bidder seeks to provide will be accessed, tested, maintained, backed-up, or stored.
 - IV. State the principal location of the agency/organization and all subcontractors who would be supplying services to MCDJFS under the proposed contract.
- C. Bidder shall state what measures will be taken to ensure that the agency /organization is in effect and will maintain compliance. Pursuant to Section 7.5 “Confidentiality”, bidder must affirm the following:
 - I. Does bidder affirm that they will not use any information, systems, or records made available to them by MCDJFS for any purpose other than to fulfill the contractual duties specified? Answer Yes, or No.
 - II. Does the bidder affirm that they will comply with all federal and state laws applicable to MCDJFS concerning the confidentiality of information related to the children and families served by MCDJFS? Answer Yes, or No.
 - III. Does the bidder affirm that all client information, documents, records, or other materials received are confidential and will be in same confidence? Answer Yes, or No.
 - IV. Does the bidder affirm that all terms pursuant to Section 7.5 “Confidentiality” will be included in any subcontracts executed by Contractor for work under this Contract? Answer Yes, or No.