

**Columbiana County
Department of Job & Family Services**

Request for Proposal

Legal Services for the Child Support Enforcement Agency

Issue Date: November 30, 2011

Deadline for Submission
Of Proposals: December 21, 2011

Columbiana County Department of Job & Family Services
110 North Nelson Avenue
Lisbon, Ohio 44432

Contact Information for
Technical Assistance: Susan Hawkins Fiscal Specialist
Business Office
Columbiana County Department of Job & Family Services
110 North Nelson Avenue
Lisbon, Ohio 44432
330-424-1471, ext. 1114
Hawkis03@odjfs.state.oh.us

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SECTION 1 PURPOSE

The Columbiana County Department of Job & Family Services (CCDJFS) announces the release of a Request for Proposal (RFP) for the purpose of obtaining proposals from all qualified individuals or entities for the purpose of selecting a qualified attorney, or legal firm, to provide legal services to the CCDJFS for the Child Support Enforcement Agency (CSEA).

SECTION 2 BACKGROUND

The CCDJFS is a triple combined social service agency administering Public Assistance, Child Support and Children Services programs.

The CCDJFS does not discriminate on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief or citizenship in the awarding of contracts. The CCDJFS is an equal opportunity employer. Auxiliary aids and services are available upon request to individuals with disabilities.

SECTION 3 SCOPE OF WORK

To provide legal services to the Columbiana County Child Support Enforcement Agency in compliance with State and Federal rules, mandates and time frames. Services to include, but not be limited to:

- A. Represent the CSEA and the CSEA's records in court hearings in both Juvenile and Common Pleas courts.
- B. Prepare and present cases in court to establish paternity, child support orders, health insurance orders and cash medical support through the Judicial process. This process may include, but not be limited to, filing all necessary entries, interviewing clients, reviewing CSEA case files, meeting with CSEA Case Managers and Supervisors on case specific issues and calculating support in accordance with the most current Ohio Child Support Guidelines
- C. Serve as CSEA legal representative in court in all judicial enforcement actions
- D. Research and offer legal opinions to the CSEA on existing and new rules and regulations that govern the Child Support Program
- E. Remain current and knowledgeable on all State and Federal rules and regulations that govern the Child Support Program
- F. Review and Sign court entries prepared by CSEA staff
- G. Prepare and file court entries on behalf of the CSEA in all child support matters
- H. Attend meetings, workshops, trainings and seminars pertaining to CSEA issues
- I. Represent the CCDJFS and the CSEA in a professional manner at all times

SECTION 4 AVAILABILITY OF FUNDS

The available funds for the first year of this contract for Legal Services shall be expended from January 1, 2012 through December 31, 2012. Additional funding may be accessed and expended for up to two one year renewal periods. Legal Services for CSEA is a federally reimbursable expense and therefore the funding for this contract is through local monies as well as federal IV-D monies.

This RFP and all agency contracts are contingent on the availability of funds.

SECTION 5 SUBMISSION CRITERIA

Proposals must be submitted to CCDJFS in strict accordance with the proposal submission instructions provided in this section. Any proposal failing to meet the entire proposal acceptance criteria listed below will be disqualified from consideration.

Proposal must be received no later than 4:30 on December 21, 2011.

Proposals must be mailed or hand delivered to the Columbiana County Department of Job & Family Services, 110 North Nelson Avenue, Lisbon, Ohio 44432. Faxes will not be accepted. No confirmation of proposals received can be provided. Materials received after the deadline will not be added to the previous submissions and will not be considered.

All proposals must clearly state "***COLUMBIANA COUNTY CSEA CONTRACT ATTORNEY PROPOSAL***"

Proposers must articulate in clear and concise terms how they believe their proposal will meet the requirements and provide the services as set forth below.

Proposals must be typed on 8.5 x 11 paper.

Proposals should **not** be bound at the edges. One staple or large clip is acceptable.

One original proposal and three copies must be submitted.

The proposal must be signed by the attorney, or attorneys that will be providing legal services under the IV-D Service Contract.

All required attachments must be completed and included in the proposal.

All pages must be sequentially numbered.

Each proposal element must clearly reflect what RFP requirement is being met.

SECTION 6 CONTRACT INFORMATION

Proposers are cautioned that communication attempts which do not apply with instructions provided in this section of the RFP will not be answered.

Technical questions and comments about the RFP process may be addressed to Susan Hawkins by phone at 330-424-1474, ext. 1114 or by e-mail at bordet@odjfs.state.oh.us or in person, by appointment, at 110 North Nelson Avenue, Lisbon, Ohio 44432

Programmatic questions and comments may be addressed to Debbie Kempers, CSEA Administrator, by phone at 330-424-7781, ext. 2400 or by e-mail at kemped@odjfs.state.oh.us or in person, by appointment, at 110 North Nelson Avenue, Lisbon, Ohio 44432.

SECTION 7 ANTICIPATED PROCUREMENT TIME TABLE

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The CCDJFS reserves the right to select one or more proposers to enter into a contract with and to select all or part of a proposal.

SECTION 10 COMPLIANCE WITH VARIOUS CODES AND REGULATIONS

As a condition of entering into a contract with CCDJFS, the contractor and subcontractor(s) will be required to comply with the following:

Health Insurance Portability & Accessibility Act (HIPAA) 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 CCDJFS that meets the definition of PHI as defined by HIP AA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR164.50 1 and any amendments thereto. **(Attachment 1)**

Accessibility of Program to Handicapped section 504 of the Rehabilitation Act of 1973, as amended (29 V.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract. Successful proposer(s) will be required to sign a compliance statement as provided in **attachment 1**.

Civil Rights: there shall be no discrimination against any client or any 'employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973; the Age of Discrimination Act of 1975; Title IX of the Education Act of 1972; the Omnibus Budget Reconciliation Act of 1981; the Americans with Disabilities Act of 1990; Section 1808 of the Small Business Job Protection Act (adoption); the Multi-Ethnic Placement Act of 1994 (MEPA) and the Inter-Ethnic (adoption) Provisions of 1966 (IEP) and subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any organization found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

Standard Code of Conduct: No contractor, individual, company or organization seeking a contract shall promise to or give to any CCDJFS 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.

- No contractor, individual, company or organization seeking a contract shall solicit any CCDJFS employee to violate any of the conduct requirements for employees.
- Any contractor acting on behalf of CCDJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here, or of Section 102.04 of the Ohio Revised Code is subject to termination of the contract or refusal by CCDJFS to enter into a contract.
- CCDJFS employees and contractors who violate sections 1052.03, 102.04, or 2921.43 of the Ohio Revised Code may be prosecuted for criminal violations.
- Successful proposer(s) will be required to sign a statement of conflict form as provided in **attachment 1**.

Equal Employment Opportunity: Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in department of Labor regulations (41 C.F.R. chapters 60). (All construction contracts awarded in excess of ten thousand dollars by grantees and their contractors or sub-grantees). Successful proposer(s) will be required to sign a statement of equal opportunity certification form as provided in **attachment 1**.

Copeland "Anti-Kickback" Act: 18 U.S.C. 874 as supplemented in department of labor regulations (29 E.F.R. Part 3). (**Attachment 1**)

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) (**attachment 1**)

Debarment and Suspension: any proposer who is debarred or suspended or is otherwise ineligible for participation in a federal assistance program under Executive Order 12549, including 7 C.F.R. Part 3017, 29 C.F.R. Part 97 and 45 C.F.R. part 76; has an unresolved finding for recovery issued by the auditor of state on or after January 1, 2001, will not be eligible to enter into a contract with CCDJFS. Successful proposer(s) will be required to sign a Certification regarding Debarment, Suspension form as provided in **attachment 1**.

Drug Free Work Place pursuant to The Drug-Free Workplace Act of 1988, and its implementing regulations codified as 29 CFR 98, Subpart F, successful proposer(s) will be required to sign a Certification regarding a drug free work place as provided in **attachment 1**.

Several codes are mentioned in this RFP and attachments. To review the entire code please go to the following websites.

Ohio Revised Code (O.R.C.)
<http://codes.ohio.gov/>

Code of Federal Regulations (C.F.R.)
<http://www.gpoaccess.gov/cfr/index.html>

Contact the CCDJFS contact person listed on the cover sheet of this RFP if you have difficulty finding the needed information.

SECTION 11 PUBLIC INFORMATION DISCLAIMER

All proposals and any other documents submitted to CCDJFS in response to this RFP shall become the property of the CCDJFS. After a selection is made, any proposal submitted in response to an RFP is deemed to be a public record pursuant to ORC 149.43. The term 'proposal' shall mean both the technical and the cost proposal, any attachments, appendices or sample products. Under the requirements of the Freedom of Information Act (5 USC 552), the contents of proposals or other information submitted to the CCDJFS is subject to public release upon request, except those items specifically exempt from disclosure. Such disclosure shall only take place once this RFP process is completed. The proposer shall mark as 'proprietary' those parts of the proposal that it deems proprietary. However, the proposer is alerted that this marking is advisory only and not binding on CCDJFS. If there is a request from the public under F.O.L.A. to inspect any part of the proposal so marked, the CCDJFS will advise the proposer and request further justification in support of the 'proprietary' status. If the CCDJFS, after receipt of the justification, determines that the material is releasable, the provider will be notified immediately. Under no circumstances will a proposal, or any part of a proposal, be released prior to the contract award decisions.

SECTION 12 CONTRACTUAL REQUIREMENTS

Any contract resulting from this RFP is subject to the terms and conditions as provided for in the ODJFS 07018 IV-D Contract (**Attachment 2**).

SECTION 13 INVOICING

All invoices must be submitted to the CSEA by the 15th of the month following the month that the service was provided. Payment of the invoice will be contingent upon the receipt of full and complete documentation reflecting that services provided are consistent with those described in approved contract and the specifications of this RFP. The CSEA reserves the right to request and review supporting documentation and / or other materials necessary to make a final determination as to whether or not a cost is eligible for payment under the IV-D Service contract.

Invoices must be complete and accurate. In the event that there is a questioned cost on the invoice that portion of the invoice will not be paid until supporting documentation is provided to support the cost under this contract.

All invoices, documents and expenditures are subject to audit review by appropriate state or federal officials or under an independent audit process.

SECTION 14 REQUEST FOR TAX PAYER IDENTIFICATION (W-9) REQUIREMENTS

The successful proposer will be required to complete a Request for Tax Payer Identification (W-9) form as provided in **Attachment 3**.

SECTION 15 OTHER REQUIREMENTS

CCDJFS reserves the right to waive minor proposal defects and to require additional clarification or other additional information from interested proposers prior to finalizing a selection of an attorney.

Proposals must clearly represent and define the qualifications of the proposer's ability to meet the requirements of this RFP and to perform the duties here-in.

Costs incurred in the preparation of this proposal are to be borne by the proposer. The CCDJFS will not contribute in any way to the costs of preparing a proposal.

Proposals containing false or misleading statements will be rejected.

All proposals must be signed by the attorney, or attorneys, who will be responsible for providing services under this contract.

All proposals shall include the hourly rate that the provider will charge the Columbiana County CSEA for legal services.

The contract period will be January 1, 2012 thru December 31, 2012. This contract is renewable two times, up to a total of three years. The renewal process will be contingent on satisfactory service and availability of funds. The contractor must submit a proposal with an intent to renew this contract by November 30 of each year of the two years that the contract can be reviewed and considered for renewal. A copy of the initial proposal shall be included.

The service provider must agree that the hourly rate of providing legal services to the Columbiana County CSEA or the scope of work provided by the service provider shall not change over the three year renewable time period unless such changes are submitted in the original proposal.

Once awarded, this contract and the service provider will be subject to an on-site monitoring conducted by the CCDJFS. In addition, an Annual Evaluation will be conducted in accordance with 5101:12-10-45.6(B) of the Administrative Code. Monitoring and evaluation results will be mailed to the service provider.

Please submit a narrative that addresses the following:

- Your knowledge of the State and Federal laws that govern the Child Support Program.
- Your experience in providing child support services, including specific child support services you have provided.
- The person responsible for providing the services as they are described in this RFP?
- The person responsible for providing necessary clerical and support services?
- How will you track child support cases that are referred to you for legal services?
- Any other information that you feel would be applicable or should be considered.

CHECKLIST

Each proposal must include the following:

- ____ Original and three copies of the proposal
- ____ Signed cover page to include “***COLUMBIANA COUNTY CSEA CONTRACT ATTORNEY PROPOSAL***”
- ____ Index page
- ____ Pages that are sequentially numbered
- ____ Verification of valid and current licensure to practice law in the State of Ohio
- ____ Attachment 1 Representations, Assurances and Certifications Form
- ____ Attachment 3 W-9
- ____ Attachment 4 Conflict of Interest Form

19. Does the company have current or future plans for a buy-out or sale? Yes No
20. The company certifies that its' organization and/or its' principals are not on the General Services Administration" List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Yes No
21. The company certifies that it will not enter into contracts with subcontractors who are debarred or suspended from such transactions to complete work-related to this Request for Proposal. Yes No
22. The company certifies that its' organization will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Yes No
23. The company certifies that its' organization shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Yes No
24. The company certifies that it is a drug-free workplace Yes No
25. The company certifies that it is not delinquent on any Federal, State, County or local debt. Yes No
26. The company certifies that it has no unresolved audit findings with the Auditor of State. Yes No
27. The company certifies that it is in compliance with the American with Disabilities Act (ADA) Yes No
28. The company certifies that all information contained in this proposal is true and correct and shall be open to verification, should the SCDJFS choose to do so. Yes No
29. The proposer warrants that the costs quoted for services are not in excess of those that would be charged any individual for the same services performed by the proposer. Yes No

 (Provider's Authorized Representative Signature)

Sworn to and subscribed before me this _____ day of _____

 (Notary Public)

 Ohio

My commission expires _____

Attachment 3

Please see the PDF attachment for the W-9.

Attachment 4

CONFLICT OF INTEREST - DISCLOSURE FORM

The issue of conflict of interest is an ongoing concern. Columbiana County Department of Job and Family Services (CCDJFS) and potential vendors must avoid any organizational or personal conflict of interest or even the appearance of a conflict of interest.

No contractor, individual, company or organization seeking a contract shall promise to; or give to, any CCDJFS employee anything of value, including employment or promise of employment, that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. No contractor, individual, company or organization seeking a contract shall solicit any CCDJFS employee to violate any of the conduct requirements for employees.

Any contractor acting on behalf of CCDJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here, or of Section 102.04 of the Ohio Revised Code is subject to termination of the contract or refusal by CCDJFS to enter into a contract.

CCDJFS employees and contractors who violate sections 1052.03, 102.04, or 2921.43 of the Ohio Revised Code may be prosecuted for criminal violations.

A conflict of interest is generally understood to exist where a person has a direct personal, organizational, or financial tie to an organization, and where that person is in a position to influence, or appears to influence, the actions of another organization for the benefit of themselves or an organization with which they have such ties.

The following disclosure form is a requirement for those submitting a proposal for contractual services with CCDJFS.

Employees of _____ have no organizational or fiduciary affiliations with any
(name of organization) CCDJFS
that would present a potential conflict of interest.

If there are potential conflicts, please list below:

Signature of Authorized Representative

Date

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Contact the CCDJFS contact person listed on the cover sheet of this RFP if you have difficulty finding the needed information.

SECTION 11 PUBLIC INFORMATION DISCLAIMER

All proposals and any other documents submitted to CCDJFS in response to this RFP shall become the property of the CCDJFS. After a selection is made, any proposal submitted in response to an RFP is deemed to be a public record pursuant to ORC 149.43. The term 'proposal' shall mean both the technical and the cost proposal, any attachments, appendices or sample products. Under the requirements of the Freedom of Information Act (5 USC 552), the contents of proposals or other information submitted to the CCDJFS is subject to public release upon request, except those items specifically exempt from disclosure. Such disclosure shall only take place once this RFP process is completed. The proposer shall mark as 'proprietary' those parts of the proposal that it deems proprietary. However, the proposer is alerted that this marking is advisory only and not binding on CCDJFS. If there is a request from the public under F.O.L.A. to inspect any part of the proposal so marked, the CCDJFS will advise the proposer and request further justification in support of the 'proprietary' status. If the CCDJFS, after receipt of the justification, determines that the material is releasable, the provider will be notified immediately. Under no circumstances will a proposal, or any part of a proposal, be released prior to the contract award decisions.

SECTION 12 CONTRACTUAL REQUIREMENTS

Any contract resulting from this RFP is subject to the terms and conditions as provided for in the ODJFS 07018 IV-D Contract (**Attachment 2**).

SECTION 13 INVOICING

All invoices must be submitted to the CSEA by the 15th of the month following the month that the service was provided. Payment of the invoice will be contingent upon the receipt of full and complete documentation reflecting that services provided are consistent with those described in approved contract and the specifications of this RFP. The CSEA reserves the right to request and review supporting documentation and / or other materials necessary to make a final determination as to whether or not a cost is eligible for payment under the IV-D Service contract.

Invoices must be complete and accurate. In the event that there is a questioned cost on the invoice that portion of the invoice will not be paid until supporting documentation is provided to support the cost under this contract.

All invoices, documents and expenditures are subject to audit review by appropriate state or federal officials or under an independent audit process.

SECTION 14 REQUEST FOR TAX PAYER IDENTIFICATION (W-9) REQUIREMENTS

The successful proposer will be required to complete a Request for Tax Payer Identification (W-9) form as provided in **Attachment 3**.

SECTION 15 OTHER REQUIREMENTS

CCDJFS reserves the right to waive minor proposal defects and to require additional clarification or other additional information from interested proposers prior to finalizing a selection of an attorney.

Proposals must clearly represent and define the qualifications of the proposer's ability to meet the requirements of this RFP and to perform the duties here-in.

Costs incurred in the preparation of this proposal are to be borne by the proposer. The CCDJFS will not contribute in any way to the costs of preparing a proposal.

Proposals containing false or misleading statements will be rejected.

All proposals must be signed by the attorney, or attorneys, who will be responsible for providing services under this contract.

All proposals shall include the hourly rate that the provider will charge the Columbiana County CSEA for legal services.

The contract period will be January 1, 2012 thru December 31, 2012. This contract is renewable two times, up to a total of three years. The renewal process will be contingent on satisfactory service and availability of funds. The contractor must submit a proposal with an intent to renew this contract by November 30 of each year of the two years that the contract can be reviewed and considered for renewal. A copy of the initial proposal shall be included.

The service provider must agree that the hourly rate of providing legal services to the Columbiana County CSEA or the scope of work provided by the service provider shall not change over the three year renewable time period unless such changes are submitted in the original proposal.

Once awarded, this contract and the service provider will be subject to an on-site monitoring conducted by the CCDJFS. In addition, an Annual Evaluation will be conducted in accordance with 5101:12-10-45.6(B) of the Administrative Code. Monitoring and evaluation results will be mailed to the service provider.

19. Does the company have current or future plans for a buy-out or sale? Yes No
20. The company certifies that its' organization and/or its' principals are not on the General Services Administration" List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Yes No
21. The company certifies that it will not enter into contracts with subcontractors who are debarred or suspended from such transactions to complete work-related to this Request for Proposal. Yes No
22. The company certifies that its' organization will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Yes No
23. The company certifies that its' organization shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Yes No
24. The company certifies that it is a drug-free workplace Yes No
25. The company certifies that it is not delinquent on any Federal, State, County or local debt. Yes No
26. The company certifies that it has no unresolved audit findings with the Auditor of State. Yes No
27. The company certifies that it is in compliance with the American with Disabilities Act (ADA) Yes No
28. The company certifies that all information contained in this proposal is true and correct and shall be open to verification, should the SCDJFS choose to do so. Yes No
29. The proposer warrants that the costs quoted for services are not in excess of those that would be charged any individual for the same services performed by the proposer. Yes No

 (Provider's Authorized Representative Signature)

Sworn to and subscribed before me this _____ day of _____

 (Notary Public)

 Ohio

My commission expires _____

Attachment 3

Please see the PDF attachment for the W-9.

Attachment 4

CONFLICT OF INTEREST - DISCLOSURE FORM

The issue of conflict of interest is an ongoing concern. Columbiana County Department of Job and Family Services (CCDJFS) and potential vendors must avoid any organizational or personal conflict of interest or even the appearance of a conflict of interest.

No contractor, individual, company or organization seeking a contract shall promise to; or give to, any CCDJFS employee anything of value, including employment or promise of employment, that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. No contractor, individual, company or organization seeking a contract shall solicit any CCDJFS employee to violate any of the conduct requirements for employees.

Any contractor acting on behalf of CCDJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here, or of Section 102.04 of the Ohio Revised Code is subject to termination of the contract or refusal by CCDJFS to enter into a contract.

CCDJFS employees and contractors who violate sections 1052.03, 102.04, or 2921.43 of the Ohio Revised Code may be prosecuted for criminal violations.

A conflict of interest is generally understood to exist where a person has a direct personal, organizational, or financial tie to an organization, and where that person is in a position to influence, or appears to influence, the actions of another organization for the benefit of themselves or an organization with which they have such ties.

The following disclosure form is a requirement for those submitting a proposal for contractual services with CCDJFS.

Employees of _____ have no organizational or fiduciary affiliations with any
(name of organization) CCDJFS
that would present a potential conflict of interest.

If there are potential conflicts, please list below:

Signature of Authorized Representative

Date