

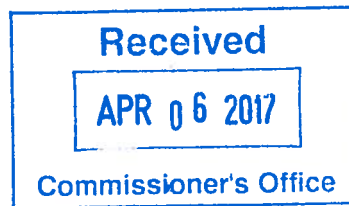
MADISON COUNTY
KENTUCKY

Madison County Fiscal Court
101 West Main Street
Richmond, KY 40475
859-624-4700
www.madisoncountky.us

April 3, 2017

Finance and Administration Cabinet
Office of the Secretary
315 W 2nd St.
Frankfort, KY 40601

Department of Local Government
Office of the Commissioner
1024 Capital Center Dr. Suite 340
Frankfort, KY 40601



To Whom It May Concern,

We are excited to announce that on March 31, 2017, the Madison County Fiscal Court released the Request for Proposal to enter into a partnership to provide drug rehabilitation and vocational training services. The goal of this program is to reduce our jail population, reduce recidivism rates, and create a healthier and safer community for our constituents.

We believe this program will be the first of its kind locally, regionally, and nationally. We are optimistic that this will be a monumental stepping stone in solving the drug epidemic that affects so many communities. Thank you for your support and if you have any questions or concerns please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Reagan Taylor".

Reagan Taylor
Judge Executive



Madison County Rehabilitation and Vocational Request for Proposal Madison County Fiscal Court

Project Summary: Madison County Fiscal Court ("MCFC") is accepting proposals for a contract to provide substance use disorder detox, treatment and recovery services per the attached specifications.

Submission Requirements: An original unbound copy marked "Original," one paper copy, and one electronic copy (for a total of two hard copies and one electronic copy) of the proposal must be sent in a sealed envelope clearly labeled "Madison County Rehabilitation and Vocational RFP" and submitted to MCFC no later than 3:00 PM (ET) on Friday, July 7, 2017 (the "Reply By Date"). Proposals received after 3:00 PM (ET) on the Reply By Date will not be opened.

All documentation should be sent to:

Madison County Judge Executive
c/o Madison County Rehabilitation and Vocational RFP
101 West Main St., Suite 100
Richmond, KY 40475

Submissions must include all pages of the RFP document. Names of all Respondents will be read aloud.

Mandatory Pre-Proposal Meeting – A mandatory pre-proposal meeting shall be held to review this RFP. All submitted questions will be answered at this time in addition to any questions Respondents ask during the pre-proposal meeting. All participants planning on submitting a proposal shall be present at the mandatory pre-proposal meeting that will be held Monday, April 24, 2017, starting promptly at 11:00 AM (ET) at:

Madison County Joint Information Center (JIC)
558 South Keeneland Dr.
Richmond, KY 40475

Potential Respondents shall be required to sign-in at the above address at the pre-proposal meeting.

RFP Questions -- All questions regarding this RFP may be submitted electronically at www.madisoncountky.us/rfp. The window for written questions will be from April 1, 2017, to June 24, 2017. Questions deemed appropriate will be answered in writing and submitted to mandatory pre-proposal meeting attendees.

Firm Name:
Officials Signature:
Address:
Phone:
Date:



Checklist for Respondents

	Complete on cover page (bottom left hand corner).
	Submit all pages of RFP proposal and requested copies (one (1) original, one (1) hard copy, one (1) electronic copy).
	Submit W-9 Form.
	Submit insurance certificate if available, per insurance requirements in Section IV. The certificate will be required of the successful respondent prior to award.
	Answer all questions and submit all documents required per the general specifications and/or evaluation criteria.
	Complete price sheet, if applicable.
	Complete required affidavit for bidders claiming qualified bidder status and resident bidder status. Must be notarized.



Request for Proposal
Rehabilitation and Vocational RFP
Statement of Work

Madison County Fiscal Court
101 West Main Street, Suite 100
Richmond, KY 40475



CONTENTS

SECTION I: INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS 1

- 1.1 Proposal Submittal Requirements 1
- 1.2 Steps to Take Before Submitting a Proposal..... 1
- 1.3 Signature Authority..... 2
- 1.4 Submission Deadline 2
- 1.5 Mandatory Pre-Proposal Meeting 2
- 1.6 Proposal Opening..... 2
- 1.6 Respondent Questions and Inquiries..... 2
- 1.7 RFP Changes, Clarifications, Errors, Addenda 3
- 1.8 Oral Instructions 3
- 1.9 Clarification of Submittal 3
- 1.10 Respondent Proposal Changes/Alterations 3
- 1.11 Failure to Properly Respond 3
- 1.12 Withdrawal of Submission 4
- 1.13 Addenda 4
- 1.14 Additional Information 4
- 1.15 Awards 4
- 1.16 Submission to Cabinet 4

SECTION II: PROJECT OVERVIEW, SPECIFICATIONS, AND SCOPE OF SERVICES 5

- 2.1 General Request 5
- 2.2 Project Overview; Method of Oversight by MCFC..... 5
- 2.3 Programmatic Overview 6
- 2.4 Invitation; Additional Duties and Responsibilities of Private Partner 7
- 2.5 Public-Private Partnership 8
- 2.6 Competitive Negotiation..... 8
- 2.7 Schedule..... 10

SECTION III: PROPOSAL REQUIREMENTS 11

- 3.1 General..... 11
- 3.2 Format..... 11
- 3.3 Cover Letter..... 11
- 3.4 Organization, Mission and Services Delivered..... 12



3.5 Current Capacity and Resources	12
3.6 Definition and Tracking Success.....	12
3.7 Cost of Services	12
3.8 Level of Commitment & Views	12
3.9 Planning & Experience	13
3.10 Cost Response.....	13
3.11 Forms	14
3.12 Media Questions.....	14
SECTION IV: EVALUATION CRITERIA	15
4.1 Review Committee.....	15
4.2 Evaluation Criteria.....	15
4.3 Small Businesses as Subcontractors	15
4.4 Best Value	15
4.5 Resident Respondents and Reciprocal Preference.....	16
SECTION V: GENERAL PROVISIONS	17
5.1 Proposal Reservations.....	17
5.2 Multiple Contracts	18
5.3 Confidential Information; Open Records; Reports and Auditing.....	18
5.4 Respondent’s Certification Regarding Bribery.....	19
5.5 Entire Agreement.....	19
5.6 Contract Termination.....	19
5.7 At Will Termination	19
5.8 Assignment of Contract	20
5.9 No Waiver	20
5.10 Authority to do Business.....	20
5.11 Governing Law	20
5.12 Ability to Meet Obligations; Litigation.....	20
5.13 Conflict of Interest	21
5.14 Violations of and Compliance with Kentucky Law; Nondisclosure of Violations.....	21
5.15 Invoicing Requirements	21
5.16 Invoice Submittal	22
5.17 Modification.....	22



SECTION VI: HOLD HARMLESS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS.....	23
6.1 Hold Harmless and Indemnification.....	23
6.2 Insurance Requirements	23
6.3 Cancellation or Material Change of Coverage	25
SECTION VII: RESPONDENT INFORMATION AND SIGNATURE	26
REQUIRED AFFIDAVIT FOR RESPONDENT CLAIMING QUALIFIED BIDDER STATUS	27
REQUIRED AFFIDAVIT FOR RESPONDENT CLAIMING RESIDENT BIDDER STATUS.....	28



SECTION I: INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS

1.1 Proposal Submittal Requirements

The Madison County Fiscal Court ("MCFC") is now accepting proposals to enter into a contract to deliver detox, substance abuse treatment, and vocational services, as well as manage the operations of a Rehabilitation and Vocational Center ("Center") located in Madison County, Kentucky.

The County is issuing this Request for Proposals ("RFP") pursuant to KRS 68.025. Entities or organizations desiring to be considered as partners ("Respondents") under the Contract must respond to this RFP by submitting a proposal ("Proposal") according to the terms, conditions, and criteria provided below. After Proposals are received, reviewed, and assessed, a contract or multiple contracts will be awarded by competitive negotiation on the basis of best value (the "Contract") in accordance with KRS 65.028(2) and Chapter 7 of the Madison County Administrative Code, Ordinance 16-10 (the "Code"). If MCFC chooses to award a Contract based on responses to this RFP, MCFC will do so on the basis of the Proposal which is most advantageous to it based upon the evaluation criteria set forth in Section IV below.

The MCFC will conduct written discussions with all responsible Respondents who submit Proposals determined to be reasonably susceptible of being selected for award, except as otherwise provided by law. The MCFC may make an award on the basis of the original submitted Proposals where MCFC can demonstrate and document that doing so is most advantageous from the existence of adequate competition or accurate prior cost experience with the particular service item in question.

The MCFC placed an advertisement in the newspaper of the largest circulation in the County, the Richmond Register, on Wednesday, March 22, 2017, pursuant to the Code which requires posting at least once, not less than seven nor more than 21 days, before this RFP has been issued and Proposals accepted in response to it. However, Respondents acknowledge and agree that nothing in this RFP or any documentation in connection with it will be construed as a bid or request for bids. This is an RFP issued pursuant to KRS 65.028.

1.2 Steps to Take Before Submitting a Proposal

The following steps should be taken by any Respondent before submitting a Proposal:

1. Madison County Business/Occupational License
 - a. If you are a Madison County, City of Richmond or City of Berea vendor or you are doing business in said areas, you should already be registered with a business license in said jurisdiction, and in good standing as it relates to the filing of required returns and taxes paid.
 - b. If you become the successful Respondent, you must become properly registered with either Madison County, City of Richmond or City of Berea with all your required licenses and returns filed, and taxes paid prior to the award of any contract.
 - c. You must provide your Business Account Number on the Respondent Information and Proposal Signature Document in Section III, unless you do not yet have one.



1.3 Signature Authority

All Proposals must be signed by a duly authorized officer, agent or employee of the Respondent (See the "Respondent Information and Proposal Signature Page" at Section VI). By submitting a Proposal, the Respondent certifies that the individual signing the Proposal document for the Respondent has the authority to bind the Respondent.

1.4 Submission Deadline

An original unbound Proposal marked "Original," along with one (1) paper copy and (1) electronic copy (for a total of two (2) hard copies and one (1) electronic copy), must be sent in a sealed envelope clearly labeled "Madison County Rehabilitation and Vocational RFP" and submitted to MCFC no later than 3:00 PM (ET) on Friday, July 7, 2017, (the "Reply By Date"). Proposals received after 3:00 PM (ET) on the Reply By Date will not be opened.

All documentation should be sent to:

Madison County Judge Executive
c/o Madison County Rehabilitation and Vocational RFP
101 West Main St., Suite 100
Richmond, KY 40475

Submissions must include all pages of the RFP document.

1.5 Mandatory Pre-Proposal Meeting

Mandatory Pre-Proposal Meeting – A mandatory pre-proposal meeting shall be held to review this RFP. All submitted questions will be answered at this time in addition to any questions Respondents ask during the pre-proposal meeting. All participants planning on submitting a proposal shall be present at the mandatory pre-proposal meeting that will be held Monday, April 24, 2017, starting promptly at 11:00 AM (ET) at:

Madison County Joint Information Center (JIC)
558 South Keeneland Dr.
Richmond, KY 40475

1.6 Proposal Opening

The MCFC will open Proposals at 3:01 PM (ET) on the Reply By Date. Names of all Respondents will be read aloud. The MCFC will not consider for award Proposals received after the 3:00 PM deadline on the Reply By Date. Respondents must submit Proposals with a complete original (mark as "Original") and submit required copies indicated in Section III of this document (one (1) hard copy and one (1) electronic version).

1.6 Respondent Questions and Inquiries

All questions regarding this RFP may be submitted electronically at www.madisoncountky.us/rfp. The window for written questions will be from April 1, 2017, to June 24, 2017. Questions deemed



appropriate will be answered in writing and submitted to mandatory pre-proposal meeting attendees. If it becomes necessary to revise any part of this RFP, an amendment will be sent to the attendees at the mandatory pre-proposal meeting, which will require recipients to acknowledge receipt of the amendment. Any inquiries about this Proposal after the opening date shall be addressed in writing to: Madison County Judge Executive, 101 W Main Street, Madison County Courthouse, Richmond, KY 40475.

1.7 RFP Changes, Clarifications, Errors, Addenda

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in its submitted Proposal prior to the bid opening, Respondent shall immediately send written notification to rfp@madisoncountky.us of the error and request modification or clarification of the document.

Should a prospective Respondent find a discrepancy in or omissions from the specifications, or be unclear as to what the specifications mean, the Respondent shall immediately send written notification to rfp@madisoncountky.us. The MCFC representative may then provide written clarification, if deemed appropriate, upon which such written clarification(s) will be sent to all prospective Respondents and the notation will be made at www.madisoncountky.us/rfp.

1.8 Oral Instructions

Respondent agrees that the MCFC will not be responsible for any oral instructions.

1.9 Clarification of Submittal

The MCFC may obtain clarification or additional information from a Respondent, and such clarification or additional information shall not be unreasonably withheld.

1.10 Respondent Proposal Changes/Alterations

Respondent may change or alter its Proposal at any time prior to Proposal opening. Only written requests for changes of a previously submitted Proposal, received by MCFC prior to the scheduled deadline for receipt of Proposals, will be accepted. The Respondent must put the written request in a sealed envelope which is plainly marked "Modification of Proposal." The Proposal, when opened, will then be corrected in accordance with the timely received written request.

1.11 Failure to Properly Respond

The Respondent must respond as required in this Proposal; failure to make any required response or provide required information may cause rejection of the Proposal as nonresponsive. Respondent must submit its Proposal in the same order of pages in which the MCFC published the Proposal. Any notes and comments may be made on an attachment. All notes and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the Proposal. Any corrections to entries made on Proposal forms should be initialed by the person signing the Proposal. All Proposals shall be returned in a sealed envelope care of Madison County Rehabilitation and Vocational RFP stated on the outside of the envelope.



1.12 Withdrawal of Submission

Once the Proposal has been signed and received by the Judge Executive's Office, a Respondent will not be allowed to withdraw its Proposal unless received prior to the bid opening.

1.13 Addenda

The MCFC may issue an addendum, or addenda, changing some aspect of the RFP. All addenda, if any, shall be considered in making the Proposal (as indicated by Respondent at the appropriate place on the signature page in Section VI below), and such addenda shall be made a part of this RFP. Before submitting a Proposal, it is incumbent upon each Respondent to be informed as to whether any addenda have been issued. To ensure compliance, the Respondent shall notify the MCFC by initialing in the proper place on the Signature Page below and submitting same to the MCFC. The failure to cover in the Proposal any such addenda may result in disqualification of that Proposal.

1.14 Additional Information

While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation allowed by applicable law that may assist MCFC in better understanding and evaluating the Respondent's Proposal. Additional documentation shall not serve as a substitute for other documentation which is required to be submitted. Respondent shall provide samples if the Proposal so requires.

MCFC shall not be responsible for any cost incurred by the Respondent in the preparation of its Proposal.

1.15 Awards

If the award of the Contract is divided among or between Respondents or vendors, written notification will be given to each Respondent of the specific items covered on their respective contracts.

1.16 Submission to Cabinet

Copies of this RFP are being submitted to the Commonwealth of Kentucky's Finance and Administration Cabinet and the Department of Local Government (DLG) in accordance with KRS 65.028(9).



SECTION II: PROJECT OVERVIEW, SPECIFICATIONS, AND SCOPE OF SERVICES

2.1 General Request

MCFC is now accepting proposals to enter into a contract to deliver detox, substance abuse treatment and addiction services as well as manage the operations of a rehabilitation and vocational center located in Madison County, Kentucky.

2.2 Project Overview; Method of Oversight by MCFC

The Madison County Judge Executive Reagan Taylor and the MCFC have identified a need in Madison County for a community based rehabilitation and vocational center. After considerable qualitative and quantitative analysis, the Madison County Judge Executive determined that it is appropriate and necessary to develop a rehabilitation and vocational center that will enroll individuals into substance abuse treatment at the point of entry into the judicial system, as a form of alternative sentencing. By entering into rehabilitation in this way, individuals may avoid further incarceration and take advantage of the opportunity to change the course of their lives and the lives of their families.

As background, many cumulative factors inform this need and create an urgency to the project:

1. **Increase in Population:** The population of Madison County has grown steadily over the past decades and continues to do so with a projected growth of nearly 20% between 2010 and 2020.
2. **Increase in Crime:** The population increase is reflected in the increase in crime. This crime increase correlates to the need for additional capacity in the Madison County Detention Center. Currently, the Madison County Detention Center has an authorized bed capacity of 184 beds. Despite that number, the daily average population of the Madison County Detention Center is 400 inmates, with 40 being held in facilities outside of Madison County. According to the 2016 Jail Task Force Report, following current trends, the Madison County Detention Center will house a daily average of 600 inmates by 2020.
3. **Drug Related Crime:** Drug abuse is an epidemic in the area. The incarceration rate for drug related offenses is approximately 85% and the recidivism rate is 72.27%. According to the Kentucky Office of Drug Control Policy, drug overdose deaths in Madison County rose 158%, from 12 in 2013 to 31 in 2015. The current Detention Center does not have the space to offer any substance abuse programs in the facility.

These factors contribute heavily to the challenge of overcrowding and to increased costs. The County bears the burden of subsidizing approximately \$3.1 million annually above and beyond the statutory commitment to the Madison County Detention Center and the Madison County Sheriff's Department. The level and projection of escalating financial costs and risks are unsustainable. The MCFC has identified that without action, the County will have to address the need for the construction and operation of a larger Detention Center, expanding from a 184-bed to an 800-bed facility, at a cost of approximately \$50 million.



The services of the rehabilitation and vocational center will include, but not be limited to, a three-phased program where individuals will move from medical detox/ 30-day treatment and recovery program, on to vocational and life skills training, and ultimately to independent living and workforce placement.

The MCFC will be constructing the rehabilitation and vocational center. They will assume the capital risk in the form of the property and the facilities. The MCFC estimates that the facility will be able to serve approximately 300 people annually.

MCFC will oversee the project through hiring a “Director of Operations” that will be the liaison between the MCFC and the operations and management of the Center. While day to day building maintenance will be handled by the Operator, large facility modifications and repairs will be the responsibility of the MCFC.

Planning and construction of the Center is anticipated to begin in Spring 2018.

2.3 Programmatic Overview

The services of the Center will include, but not be limited to, a three-phased program where individuals will move from medical detox/30-day treatment and recovery program, on to vocational and life skills training, and ultimately to independent living and workforce placement. MCFC would like to partner with organizations who can provide these services. Services can be provided by a single provider or multiple providers working together in a collaborated and coordinated approach. Responses to this RFP will be accepted from providers who would like to contribute to one or more elements of the stages of services.

MCFC has provided a rough outline of the programmatic concept below. This concept will be modified and enhanced based on collaborative planning with selected providers, and on submissions and information collected from this RFP. The expected duties of the private partner will be based in part on the following programmatic review:

Stage 1: Detox/Treatment Phase (30-40 days)

- Medical detox: including on-site administration of medications
- Separate housing based on gender: separate buildings
- Daily program schedule
- Day-to-day program for clients
- Initial bloodwork: general panel, HIV testing, Hepatitis testing
- Clinical Assessment
- 12-step group sessions and intensive addiction therapy
- Staffing model, roles and responsibilities for this stage
- Introduction of innovation therapeutic mechanisms: i.e., AAT (animal-assisted therapy) and/or technology assisted innovations
- Peer support counseling and sponsorship
- Intensive case management



- Drug testing
- Contracted partners for partial hospitalization
- Contracted partners for mental health or co-occurring needs

Stage 2: Life Skills Programming Phase

- Addition of life skills and vocational skills to programming
- Daily program schedule
- Continued behavioral and addiction based therapy
- Family counseling and visitation
- Separate housing based on gender: separate wings in same building
- Life skills: problem-solving, interpersonal relationships, decision-making, independent basic skills
- Vocational skills: clients will identify a specific area of interest, and will receive hands-on training/experience (ex. Cooking/food service, agriculture, veterinary technician, welding, crafting, construction, CDL license, computer technology, vehicle technician, GED, etc.)
- Staffing model, roles and responsibilities for this stage
- Outline security for accommodating male and female population in same building
- Identification and discussion of partnerships needed for facilitating the life skills and vocational training aspect
- Drug testing

Stage 3: Independent Living/Transition Phase

- Sober Living House – Transitional living
- Stage 2 and 3 are in the same building, with co-ed dormitory style living
- Security plan appropriate to this Stage
- Rehabilitation/recovery techniques continue and clients are placed on the job based on their vocational trade of choice
- Drug testing
- Rent payment for Transitional Housing
- Daily Program Schedule
- Established curfews
- Transportation
- Continued family counseling and visitation, events
- Banking and basic financial responsibility assistance
- Life skills assessment and continuation

2.4 Invitation; Additional Duties and Responsibilities of Private Partner

The MCFC is now accepting Proposals from all providers who would like to partner and provide services in the Center. In addition to providing programmatic aspects as described above, Respondents will be asked to engage in the following roles:

- Providing delivery of services of the Center (one or more services, at Stages 1, 2 or 3).



- Managing the operations of the Center, its facilities and operations with collaboration and oversight by the Director of Operations, an employee of Madison County, including taking the lead in management of all providers.
- Contributing time, thought and expertise in the strategic and facilities planning phase.
- Contributing time, thought and expertise in the creation of operational and services manuals Reporting on metrics and outcomes, and engaging in regular evaluation and planning meetings with Madison County.

2.5 Public-Private Partnership

Due to the nature and circumstances of the project, MCFC believes that a public-private partnership (“P3”) is the most advantageous method of awarding and administering the project.

The County Judge Executive has undertaken an analysis of the project according to the “qualitative” and “quantitative” considerations set forth in 200 KAR 5:355 § 2(1), which are set forth in more detail towards the end of this section. The County Judge Executive has determined that a P3 is most advantageous based on that analysis.

With this in mind, the direct benefits of the project to Madison County include:

- Treatment and rehabilitation of clients
- SAPs available for criminal offenders/jail inmates
- Reduction of jail population
- Reduction of recidivism rate of inmates
- Reduction of jail operating expenses including food, shelter, and medical costs
- Ability to house multiple County departments including Road Department, Solid Waste and Animal Shelter

The indirect benefits of the project to Madison County include:

- Producing trained qualified workers for local industries, which can contribute to the local tax base
- Reduction in criminal activity
- Reduced burden on County law enforcement
- Ability to perform future expansions and modifications to facilities to accommodate needs if necessary
- Creation of self-sufficient citizens; lowering the burden upon other social programs.

2.6 Competitive Negotiation

Based on the MCFC’s written prior determination of the necessity for the services sought and that the Contract may involve professional services, any Contract(s) awarded in accordance with this RFP by a process of competitive negotiations as specifically authorized by KRS 65.025(2) and the Code. The MCFC will negotiate with one or more Respondents to obtain the most advantageous terms for Madison County. It will prepare a record of all negotiated contracts, showing the items and quantities acquired, the name of any suppliers, and the costs and date of such contracts in accordance with the Code. Respondents seeking to provide professional services shall be properly licensed. The best negotiated Proposal will ultimately be submitted to the MCFC for approval and award.



The MCFC will review all Proposals properly submitted. However, the MCFC reserves the right to request necessary modifications, reject all Proposals, reject any Proposal that does not meet mandatory requirement(s) under this RFP or applicable law, or cancel this RFP, according to the best interests of the MCFC. The MCFC also reserves the right to waive minor technicalities or irregularities in Proposals if such action is in its best interest. Such waiver shall in no way modify the RFP requirements or excuse the Respondent(s) from full compliance with the RFP and applicable law.

Respondent(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the Purchasing Agency. All information-received prior to the cut-off time will be considered part of Respondent's Best and Final Offer.



2.7 Schedule

The dates associated with this RFP are as follows:

MCFC posted intent to open the RFP for proposals	3/22/17
Window for written questions	4/1/17–6/24/17
Mandatory Pre-Proposal Meeting at 11:00 AM (ET)	4/24/17
Germane Questions to the RFP will be answered in writing and posted at www.madisoncountky.us/rfp .	Periodically posted until 6/23/17
RFP Responses Received by 3:00 PM (ET). RFP Responses Opened at 3:01 PM (ET)	7/7/17
Committee determines which potential Offerors are most responsive to RFP and creates a shortlist for formal presentations	Week of 7/10/17
Offerors present to Committee	Week of 7/24/17
Committee selects one or more business partners eligible for contract negotiations	8/2/17
County determines whether or not to proceed to the contract negotiation phase	8/7/17
MCFC enters negotiation with best and final offer presented by Offeror no later than	9/21/17
MCFC holds Special Session of MCFC to authorize contract	9/28/17



SECTION III: PROPOSAL REQUIREMENTS

3.1 General

MCFC reserves the right to accept or reject any or all Proposals or to waive any formalities, consistent with applicable law, in awarding of the Contract when determined to be in MCFC's best interest. MCFC reserves the right to eliminate from further consideration any Proposal deemed to be substantially or materially non-responsive to this RFP or any parts of it.

Submission Requirements: An original unbound copy marked "Original," one (1) paper copy, and one (1) electronic copy (for a total of two (2) hard copies and one (1) electronic copy) of the Proposal must be sent in a sealed envelope clearly labeled "Madison County Rehabilitation and Vocational RFP" and submitted to MCFC no later than 3:00 PM (ET) on Friday, July 7, 2017. Proposals received after 3:00 PM (ET) on the Reply By Date will not be opened.

All documentation should be sent to:

Madison County Judge Executive
c/o Madison County Rehabilitation and Vocational RFP
101 West Main St., Suite 100
Richmond, KY 40475

Submissions must include all pages of the RFP document. Names of all responders will be read aloud.

3.2 Format

Each Proposal must contain a (1) Cover Letter, (2) Services Description & Technical Qualifications, (3) Planning and Experience, and (4) Cost Response. Details on the content for each of these items are presented below.

3.3 Cover Letter

The Cover Letter should contain:

- The name and address of the Respondent.
- The name, email address, phone number and address of the contact person submitting the response on behalf of the Respondent.
- Text stating that the submission is in response to MCFC's RFP for goods and/or services in connection with a substance abuse treatment center in Madison County, Kentucky.

Cover letters should be signed by an individual authorized to submit the Proposal and to execute with the MCFC on behalf of the Respondent.

Services Description & Technical Qualifications:

Cover letters should also describe your organization and answer the following questions and provide the information as requested in this Section 3 about expertise in treatment, experience with addiction and recidivism, and capacity and resources that may bear on managing all or part of a rehabilitation operation as planned by the MCFC.



3.4 Organization, Mission and Services Delivered

1. Describe your organization's mission and approach to addiction treatment and recovery services. Include whether you are licensed (clinical or medical) and your footprint.
2. Describe your organizational structure, its leadership, and board make up.
3. Describe or provide a listing for all of the services you will offer and deliver in the Rehabilitation Center. Please refer to Stages 1, 2 and 3 as you respond to this question.
4. Describe the flow of services and progression for an individual and how would you engage with them for treatment in this program.
5. Please describe your case management approach and reach. What approaches will you utilize to keep clients successfully engaged in treatment in this program?
6. Please provide a description and breakdown of the client populations that you currently serve. Describe your experience in working with inmates, former inmates and those individuals with both addiction and recidivism challenges and how will this help you serve clients in this program.
7. What eligibility criteria do you have for working with individuals suffering from addiction? Do you work with co-occurring illnesses? What criteria would negate providing services?
8. What types of after care and wrap around services do you feel are important to advancing in recovery and moving towards permanent stability?
9. How will you stay engaged with clients after they leave treatment?
10. Do you currently collaborate successfully with any other providers of treatment and recovery or other related service providers? Please describe any working partnerships.

3.5 Current Capacity and Resources

1. How many patients or clients do you currently serve annually?
2. What is your organization's capacity to replicate services and engage in planning and managing the operations of a Rehabilitation Center?

3.6 Definition and Tracking Success

1. How does your organization define success with individuals dealing with addiction? What evidence or independent measurement is there of your success?
2. What outcomes does your organization track?
3. Describe any database info, tracking and technology employed and utilized in tracking services and outcomes.
4. Are there evaluations or studies that support your success?

3.7 Cost of Services

1. How does your organization charge clients and what types of payments are taken?
2. Describe the major funding sources of your organization.
3. What services are billable to Medicaid? What services are not covered by Medicaid?

3.8 Level of Commitment & Views

1. What is the leadership and/or board's desire and capacity to commit to a project of this nature?



2. What current examples of replication of services at unique locations can you provide?
3. What are your views on the current cycle of recidivism and alternative sentencing as a means to connect individuals to treatment?
4. What obstacles and risks do you think there will be to this project and partnership?

3.9 Planning & Experience

A response should explain how the Respondent can assist in strategic planning for and demonstrate an ability to effectively staff and manage a Rehabilitation Center focused on substance abuse treatment, recovery and related services, including the following:

1. The Programmatic Response should reflect the Respondent's understanding and expertise in both contributing to the planning for and management of the operations and services for a substance abuse rehabilitation operation.
2. An explanation of the staffing structure and qualifications for members of the Respondent's organization and their experience, if any, with managing substance abuse treatment related services in an off-site or replication location.
3. Describe Respondent's readiness and experience in planning and engagement on similar projects.
4. Describe Respondent's expertise and experience in staffing and managing a replication of services or off-site location where services were ramped up and are managed in a similar way.
5. Provide a preliminary staffing model to manage and oversee the delivery of services in the rehabilitation center as described. Include positions and related credentials and experience required.
6. Describe previous experience working in a P3 relationship or working with government partners, other service providers, and funders in a long-term project, including those focused on providing addiction treatment services.

3.10 Cost Response

Respondents must submit an estimated annual project budget ("Budget") reflecting the estimated costs of all aspects of services they propose to provide for the Rehabilitation Center. In the response, please provide an average cost per patient/participant, with category of cost breakdowns. While details of the project have not been solidified, for the purposes of this Cost Response, the proposed Budget should assume serving 300 individuals annually.

Please address the following in your Cost Response:

- Total Costs to Respondent.
- Budget Narrative: Provide a narrative to describe each of the cost elements supplied.
- Assumptions: For Budgeting, please assume a period of twelve months from the involvement in initial strategic facility planning to a full launch of services. MCFC understands that overall the project budget cannot be fully constructed and as such is requesting an anticipated Budget only.



3.11 Forms

Respondents that wish to participate must submit responses as directed in this RFP. All submissions become the property of MCFC and will not be returned to Respondent. One (1) copy of a submitted Proposal will be retained for official files and will become public record, subject to the provisions concerning confidentiality in this RFP. All costs associated with submission preparation shall be borne by the Respondent.

If a Respondent believes that a preference applies to its Proposal under applicable law, then that Respondent should submit all documentation required for a Respondent to be eligible for such preference, which may include the affidavits relating to qualified or resident bidder status provided at the end of this RFP. The MCFC makes no guarantees that such preference will apply or that it will be required to observe that preference, and all claims of preference will be assessed on a case-by-case basis.

3.12 Media Questions

Respondents shall not speak with members of the media regarding this RFP without the written consent of the MCFC. Any media requests or respondent request shall be directed to Madison County Deputy Judge Executive Colleen Chaney at rfp@madisoncountky.us or 859-624-4700 x 3.



SECTION IV: EVALUATION CRITERIA

After receipt of all Proposals by the Reply By Date, the RFP Committee shall evaluate all responses based on the criteria below, ranking the Proposals. Once Proposals are ranked, the RFP Committee will determine in writing which responses are reasonably susceptible of being awarded the Contract(s). The RFP Committee will then conduct negotiations with each of those “reasonably susceptible” Respondents, unless the RFP Committee concludes that an award may be made without negotiations, as allowed by this RFP and applicable law.

4.1 Review Committee

Proposals will be evaluated by a RFP Committee consisting of representatives appointed by the Madison County Judge Executive.

4.2 Evaluation Criteria

The Proposals received pursuant to this RFP will be evaluated based on the following criteria and relative weight of each:

Category	Weighted Percentage
Organization, Mission and Services Delivered	10%
Current Capacity and Resources	5%
Definition and Tracking Success	15%
Cost of Services	15%
Level of Commitment and Views	15%
Planning and Experience	20%
Cost Response	20%

4.3 Small Businesses as Subcontractors

In accordance with KRS 65.028(5)(k), in issuing this RFP and entering into any Contract as a result of it, the MCFC will consider the ability of Respondent(s) to quickly respond to the needs presented in this RFP and the importance of economic development opportunities represented by the qualifying project. In evaluating Proposals, preference will be given to a plan that includes the involvement of small businesses as subcontractors *to the extent that* small businesses can provide services in a competitive manner (determined in the MCFC’s sole discretion), unless any preference interferes with the qualification for federal or other funds.

4.4 Best Value

Contract(s) resulting from this RFP will be awarded on the basis of best value in accordance with KRS 65.028(2). As such, the lowest priced Respondent will not necessarily be the best (although cost is a factor), and the MCFC will look to quality, expertise, and experience in accordance with the weighted evaluation factors set forth above to select the best qualified Respondent(s) and enter into any Contract(s), if in the best interest of Madison County. Finally, if any part of this RFP is construed as



specifying goods, goods equivalent to those described in the specifications may be furnished (unless a sole brand as described in the specifications is necessary).

4.5 Resident Respondents and Reciprocal Preference

A Respondent who is a resident of Kentucky may be given preference against a nonresident Respondent, as provided in KRS 45A.494. Any Respondent claiming Kentucky residency status shall submit with its Proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute in the form of the Affidavit found at page 28 of this RFP.



SECTION V: GENERAL PROVISIONS

The following provisions are intended to describe the general parameters of the proposed public-private partnership agreement, in accordance with KRS 65.028(7), that may result if any Contract(s) are awarded to a successful Respondent as a result of this RFP. MCFC makes no guarantee that a contract, or any obligation to purchase any goods or services, will result from this RFP, and reserves its rights to amend this RFP and negotiate any of the terms of any final public-private partnership agreement that may be reached, consistent with KRS 65.028(5).

5.1 Proposal Reservations

MCFC may award Proposals in its best interest on the basis of best value, reject Proposals or any part of them, award a single Contract or contracts in whole or part, and waive what it concludes in its discretion are minor problems with Proposals, including but not limited to formalities or technicalities. The MCFC may also consider any alternative proposal or bid which meets its needs, consistent with applicable law.

The Respondent agrees that in performing any contract relating to this RFP, it shall comply with applicable laws in the course of performance of such contract(s). Respondent shall comply with all statutes, rules, and regulations governing safe and healthful working conditions, including but not limited to the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 et seq., as amended, and KRS Chapter 338. The Respondent will provide training documentation for all standards applicable to the job or services being proposed. Necessary trainings would include, but are not limited to, remediation, abatement, powered industrial truck equipment brought on site by bidder, SDS for all chemicals brought to site by bidder, confined space, fall protection, asbestos training, or any other trainings required by these standards under these laws and their implementing regulations. The Respondent also agrees to notify the MCFC in writing immediately upon detection of any unsafe and/or unhealthy working conditions on MCFC property.

Respondent further agrees that in the performance of any contract with the MCFC, Respondent will not discriminate against any employee because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination, including but not limited to laws relating to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. Respondent will post in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The Respondent shall insert the foregoing provision in all subcontracts entered into in connection with the Contract or any other contract resulting from this RFP.

Finally, Respondent shall comply with all laws relating to the privacy and handling of medical records, including but not limited to the Health Insurance Portability and Accountability Act of 1996, and all other laws relating to healthcare or privacy standards, wherever applicable.

Respondent shall maintain during the course of performance of the Contract(s), and retain not less than five years from the date of final payment on any contract entered into with the MCFC, complete and accurate records of all of Respondent's costs which are chargeable to the MCFC under that contract;



and the MCFC shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Respondent shall include (without limitation): (a) payroll records accounting for total time distribution of Respondent's employees working full or part time on the work under the contract (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Respondent's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased, payments to subcontractors, and any other third parties' charges.

5.2 Multiple Contracts

As allowed by the MCFC, multiple contracts may be issued in connection with this RFP and those contracts, if any, shall be ranked as primary, secondary, etc. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

5.3 Confidential Information; Open Records; Reports and Auditing

The MCFC recognizes Respondents' possible interest in preserving certain information included in the Proposal as confidential and proprietary; however, the MCFC must treat information submitted as required by the Kentucky Open Records Act, KRS 61.870 et seq. (the "Act"). In general, public records of the MCFC are subject to disclosure to a requesting party unless they fall within an exemption under the Act.

If a Proposal contains trade secrets, financial records, or other information that would be exempt from public disclosure under § 61.878 of the Act or other applicable law, the Respondent must: (i) state in the cover letter that the Proposal contains confidential and/or proprietary information, identifying the exempt information contained in the proposal and the basis for such exemption; (ii) mark all portions of the Proposal that contain exempt information as CONFIDENTIAL or PROPRIETARY; and (iii) submit an additional public copy of the Proposal (in addition to those already required) from which the claimed confidential or proprietary information has been redacted.

Respondent understands and agrees that it is responsible for the protection of its own confidential or proprietary information. If a Respondent desires to maintain the secrecy of certain claimed confidential or proprietary information but does not believe, in good faith, that such information meets a disclosure exemption under the Act, then such information should not be included in the Respondent's Proposal, as it may be made available to the public if so required by the Act.

Finally, by submitting a Proposal, Respondent agrees that certain governmental agencies may have access to its records that are directly pertinent to the Contract for the purposes of audits or program reviews. However, records confidentially disclosed in accordance with this Section 5.8 and applicable law will not be deemed as directly pertinent to the Contract and will be exempt from disclosure as provided in the Act.



5.4 Respondent's Certification Regarding Bribery

By signing the Proposal, Respondent certifies that none of its employees, officers, directors, affiliates or subcontractors, have bribed or attempted to bribe an officer or employee of the MCFC.

5.5 Entire Agreement

This RFP is not the final agreement between the Respondent(s) and the MCFC, and Respondent understands and agrees that *if* its Proposal is selected and a Contract awarded, then that Respondent and the MCFC will negotiate in good faith to enter into a final Contract based on this RFP, the Proposal, and any other factor the MCFC may consider. The RFP shall be incorporated into the final Contract, which will constitute the final agreement between the parties to it.

5.6 Contract Termination

MCFC may terminate the Contract (and any ancillary contracts entered into in connection with this RFP) for non-performance of contractual duties, i.e., default. If a Respondent is determined to be in default, MCFC shall notify the contractor in writing and may either (1) terminate the contract immediately or (2) set a date by which the Respondent shall cure the identified deficiencies. Under option (2), MCFC may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

A default in performance by a Respondent for which a contract may be terminated shall include, but not be limited to:

- Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- Failure to diligently advance the work under a contract for construction services;
- Failure to perform obligations under the Contract;
- The filing of a bankruptcy petition by or against the Respondent; and
- Actions that endanger the health, safety or welfare of MCFC or its citizens.

In the event that funds are not appropriated for the payment of the MCFC's obligations under the Contract during its term, the MCFC's rights and obligations under this RFP and the Contract shall terminate on the last day for which an appropriation has been made.

5.7 At Will Termination

Notwithstanding the above provisions, the MCFC may terminate this RFP and any resulting Contract at will, in accordance with the law, by providing 30 days' written notice of such termination. Payment for services or goods received prior to termination shall be made by the MCFC as long as those goods or services were provided in a manner acceptable to the MCFC; but payment for those goods and services shall not be unreasonably withheld.



5.8 Assignment of Contract

The Respondent shall not assign or subcontract any portion of any Contract(s) awarded without the express written consent of MCFC. Any purported assignment or subcontract without the written consent of the MCFC shall be void. By submitting its Proposal, Respondent agrees that the MCFC shall consent to any request for assignment or subcontract in its sole discretion. If ownership or control of Respondent changes, Respondent or its successor shall notify Madison County Purchasing in writing within 30 days of the Respondent's receiving notice of such change. A change in ownership or control includes, but is not limited to, the purchase of a controlling interest in the equity of Respondent, the purchase of substantially all of Respondent's assets, and any other transfers that cause a change in control of Respondent.

5.9 No Waiver

No waiver of satisfaction of a condition or nonperformance of an obligation under this RFP or applicable law will be effective unless such waiver is in writing and signed by the party granting the waiver.

5.10 Authority to do Business

Respondent must be duly organized and authorized to do business under the laws of Kentucky; in good standing with all government agencies; have full legal capacity to provide the services specified in this RFP; and have all necessary right and lawful authority to submit a Proposal and enter into any Contract(s) resulting from this RFP for the full term of such Contract(s). If requested, the Respondent will provide MCFC with a copy of a corporate resolution authorizing these actions and a letter from an attorney confirming that the Respondent is authorized to do business in the State of Kentucky.

5.11 Governing Law

The laws of the Commonwealth of Kentucky, without giving effect to any rules of conflicts of law, govern this RFP and all proceedings arising out of it or the resulting final Contract(s) entered into in connection with it. If any proceedings are brought regarding this RFP or the Contract, the parties agree that such proceedings may be brought only in the state courts with subject matter jurisdiction sitting in Madison County, Kentucky, and each party submits to the exclusive jurisdiction of those courts for purposes of any such proceeding.

5.12 Ability to Meet Obligations; Litigation

Respondent affirms that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of Respondent, threatened against Respondent before any court, governmental body, agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform the work specified by this RFP or any obligations under the resulting Contract, or which question the legality, validity or enforceability of this RFP or any resulting Contract.



5.13 Conflict of Interest

This RFP and any resulting contract may be subject to provisions of the Kentucky Revised Statutes regarding conflict of interest. When submitting and signing a Proposal, a Respondent is certifying that no actual, apparent or potential conflict of interest exists between the interests of the MCFC and the interests of the Respondent. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor, or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift, or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work under this RFP, or has an unfair competitive advantage. Questions concerning this section or interpretation of this section should be directed to the Madison County Deputy Judge Executive identified in this RFP.

5.14 Violations of and Compliance with Kentucky Law; Nondisclosure of Violations

Per KRS 45A.343, any contractor or subcontract under any contract awarded as a result of this RFP shall reveal any final determination of a violation by the contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract. A contractor's failure to comply with these laws or reveal a final determination of violation shall be grounds for (a) cancellation of the Contract (or any contract resulting from this RFP) and (b) disqualification of the contractor (or subcontract) from eligibility for future contracts awarded by the MCFC for a period of two years.

5.15 Invoicing Requirements

For an invoice to be a proper invoice the requirements must be set as forth in the final Contract(s); however, in addition, no invoice submitted by a Respondent, contractor, or subcontractor will be considered a proper invoice unless the invoice is an original invoice, delivered to the Madison County Judge Executive in accordance with the corresponding purchase order, and containing the following additional information:

- W-9 on file with the County Finance Office;
- Purchase Order or Release Number under which the purchase was made;
- Name of MCFC Agency and Requestor initiating purchase;
- Invoice date;
- Vendor Name, Address, and Contact Information, including remittance if different;
- Unique invoice number;
- Account number or other identifying number agreed to by contract (if applicable);
- Description of goods, services or property provided to the MCFC;
- Date good, services, or property were provided to the MCFC;
- The quantity, unit and total price of the goods, services, or property provided to MCFC matching the contractual amounts; and
- Applicable discount terms.

No shipping costs or fuel surcharges may be invoiced unless permitted in this RFP or the resulting Contract(s).



Defective invoices will be returned to Respondent/supplier/contractor/subcontract and must be updated with the corrected information and revised invoice date.

5.16 Invoice Submittal

Please mail invoices to:

Madison County Judge Executive
c/o Madison County Rehabilitation and Vocational RFP
101 W Main Street, Suite 100
Richmond, KY 40475

In order to pay an invoice, the MCFC must approve the invoice as part of the Claims and Transfers during a Fiscal Court meeting. For this reason, invoices shall contain a 30-day payment option from the date of receipt to the MCFC. To avoid processing delay, vendors must submit invoices via standard mail. All Statements of Account must be submitted by mail.

5.17 Modification

The MCFC reserves all rights to add, delete, or change related items, services, or terms in the Contract established from this RFP, even if such change or modification conflicts with the terms of this RFP or any other documents generated in the competitive negotiation process. However, once the final Contract is duly executed and approved in accordance with applicable law, no modification or change to it will be effective unless in writing signed by the parties to the Contract.



SECTION VI: HOLD HARMLESS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

6.1 Hold Harmless and Indemnification

The Respondent shall indemnify, hold harmless, and defend the MCFC, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses, including attorneys' fees, arising out of or relating to the Respondent's (or any subcontractors', if any) performance or breach of services relating to this RFP (including but not limited to Section 5.6) or any resulting contract, provided that such claim, damage, loss, or expense is not caused by the reckless or willful misconduct of the MCFC or its elected and appointed officials and employees while acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any contractual responsibility or insurance requirements and shall survive the termination of this RFP and any resulting contract.

6.2 Insurance Requirements

All insurance requirements, including performance and payment bonds, shall be furnished the day a contract issued pursuant to this Proposal is awarded.

Prior to commencing work, Respondent shall obtain at its own cost and expense the types of insurance identified in this Section 6.2 through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with applicable law.

Respondent may not commence work under any contract resulting from this RFP until all insurance required under the final Contract(s) has been obtained and until copies of policies or certificates thereof have been submitted to Madison County Judge Executive. Respondent shall not allow any subcontractors to commence work until the insurance required of such subcontractors has been obtained and copies of Certificates of Insurance evidencing proof of such coverage has been received by Respondent and likewise submitted to MCFC.

Without limiting Respondent's indemnification requirements, it is agreed that Respondent shall maintain in force at all times during the performance of any services relating to this RFP the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the MCFC. The MCFC may require Respondent(s) to supply proof of subcontractor's insurance via Certificates of Insurance, or at the MCFC's option, actual copies of policies.

The Commercial General Liability Policies of any Respondent (and approved subcontractors, where applicable) shall name "The MCFC, its elected and appointed officials, employees, agents and successors" as Additional Insureds under the Respondent's (and any subcontractor's) respective policies.

The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to this RFP or any resulting contract; such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or



umbrella policies) on Respondent's or any subcontractor's policies, if those policies provide for Limits above the minimum:

COMMERCIAL GENERAL LIABILITY, via the Occurrence Form, primary, noncontributory, with a \$5,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations, including:

- Premises - Operations Coverage
- Products and Completed Operation
- Contractual Liability
- Personal Injury

AUTOMOBILE LIABILITY, if transportation will be provided to services recipients, insuring all Owned, Non-Owned, Hired, and Loaned Motor Vehicles. The minimum coverage Liability Limit is \$1,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.

PROFESSIONAL LIABILITY (Therapist/Counselors and/or Medical Malpractice for those providing such services) coverage insurance policy, with a minimum Limit of Liability of \$2,000,000 for each Act or Omission (including wrongful acts) and \$2,000,000 aggregate limit. In the event that the policy is written on a "Claims Made" Form, the Respondent shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date on which work commenced under the Contract(s), or by evidence that Respondent has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under the Contract(s).

WORKERS' COMPENSATION (IF APPLICABLE) insuring the Respondent's (and any subcontractor's) obligations under KRS Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee. Workers' Compensation insurance written through qualified group self-insurance programs in accordance with KRS 342.350 will also be acceptable.

MISCELLANEOUS Contractor shall procure and maintain insurance policies as described herein and for which the Madison County Fiscal Court shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract(s), renewal Certificates of Insurance shall be furnished to Madison County at least fifteen (15) days prior to the expiration of any policy(s).

ACCEPTABILITY OF INSURERS: Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Madison County Judge Executive.



Upon execution of the Contract(s), Certificates of Insurance as required above shall be furnished to:

Madison County Judge Executive's Office
Attn: Colleen Chaney
101 W Main Street, Suite 100
Richmond, KY 40475

Upon Renewal of insurance coverage(s), Certificates of Insurance evidencing renewal shall be furnished to:

Madison County Judge Executive's Office
Attn: Colleen Chaney
101 W Main Street, Suite 100
Richmond, KY 40475

6.3 Cancellation or Material Change of Coverage

Respondent shall notify Madison County Judge Executive of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (i.e., any change that reduces, restricts, or limits or otherwise changes the terms and conditions of insurance coverage) in coverage as required above, Respondent shall notify MCFC within two (2) business days. If Respondent fails to notify MCFC as required by this Agreement, Respondent agrees that such failure shall be a breach of the terms of this RFP and any resulting contract incorporating this RFP. MCFC reserves the right to require the insurance policies required above to be specifically endorsed to provide notice to the MCFC of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the MCFC, a copy of the policy endorsement shall be provided to Madison County Judge Executive.



SECTION VII: RESPONDENT INFORMATION AND PROPOSAL SIGNATURE PAGE

This Proposal cannot be considered valid unless signed and dated by an authorized agent of the Respondent submitting it. By signing this Proposal, the Respondent agrees to the terms and conditions set forth above in this RFP.

RFP submitted by:

Full Legal Name of Respondent: _____

Authorized Agent Name: _____

Title: _____

Email Address: _____

Office Phone: _____

Fax: _____

Please initial if applicable – I acknowledge receipt of the following addenda to this RFP:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Respondent's Signature:

Authorized Agent Signature: _____ Date: _____

Madison County Occupational License Number: _____

Federal Employer ID Number: _____

Please include a copy of your W-9 with your submitted Proposal.



REQUIRED AFFIDAVIT FOR RESPONDENT CLAIMING QUALIFIED BIDDER STATUS

The Respondent swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meet the requirements to be considered a "qualified bidder" in accordance with 200 KAR 5:410 and KRS 45A.470; and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the Respondent.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163;

_____ A "Qualified nonprofit agency for individuals with severe disabilities" as defined in KRS 45A.465(3); or

_____ Other – Please explain statutory basis for qualified bidder status:

The MCFC reserves the right to request documentation supporting a Respondent's claim of qualified bidder status, and under no circumstances does a claim of qualified bidder status confer or guarantee such status. Failure to provide such documentation upon request may result in disqualification of the Respondent or, where applicable, contract termination.

Firm Name: Officials Signature: Address: Phone: Date:

Firm Name: Officials Signature: Address: Phone: Date:



REQUIRED AFFIDAVIT FOR RESPONDENT CLAIMING RESIDENT BIDDER STATUS

The Respondent hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), on the date the Contract was first advertised or announced as available for proposal, the Respondent is an individual, partnership, association, corporation, or other business entity or organization:

1. authorized to transact business in the Commonwealth of Kentucky; and
2. has for one year prior to and through the date of advertisement:
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The MCFC reserves the right to request documentation supporting a Respondent's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the Respondent or, where applicable, contract termination.

Firm Name:
Officials Signature:
Address:
Phone:
Date:

Notary:
Officials Signature:
Address:
Phone:
Date: