



Child Support Enforcement Agency
Public Children Services Agency
1575 North High Street, Suite 100, Hillsboro, Ohio 45133
Telephone (937)393-4278 Fax (937)393-4461
Jeremy Ratcliff, Director

Date: July 18th, 2022

To: Potential Deliverer of Non-Emergency Transportation Services for Highland County Medicaid Consumers

From: Highland County Job & Family Services

Re: Requests for Proposals (Competitive Proposal Process) for Vendor Contracts

Highland County Job & Family Services (HCJFS) is seeking proposals for vendors to provide contractual Non-Emergency Transportation (NET) services to Highland County Medicaid consumers for the Federal Fiscal Year beginning October 1, 2022 and running through September 30, 2023. Successful project may be eligible for renewal up to an additional two years without a new RFP process.

The requirements are listed below. HCJFS will accept proposals at 1575 N. High St, Ste. 100, Hillsboro, OH 45133 until 5:00pm on **August 31, 2022**. Late proposals will not be accepted.

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I. Background and Purpose

Highland County Job & Family Services (HCJFS) is a small/medium-sized public agency serving the county in Public Assistance, Child Support, and Children Services areas with a wide span of programs and services. There are currently over 17,000 Medicaid recipients in Highland County.

Non-Emergency Transportation (NET) is a statewide program that is administered by the county department of job and family services in accordance with Chapter 5160-15 of the Ohio Administrative Code. The program provides transportation to Medicaid-covered appointments for Medicaid recipients without other transportation resources. The program includes the scheduling, coordination, delivery, and tracking of specialized transportation services to a diverse population including children, adults, disabled, and elderly participants with a variety of needs. Transportation occurs both in-county and out-of-county, primarily in *Highland County and its contiguous counties*. Contracted providers are responsible for coordinating service efficiently and effectively through collaboration with HCJFS, consumers, Medicaid managed care plans, and other contracted providers.

All eligibility is determined by HCJFS, and reimbursement is provided only for documented, eligible completed trips for eligible customers. Services provided to consumers are cost-reimbursable based on prior approval by HCJFS for eligible individuals only within the scope of allowable trips. Cancellations and no-shows are not completed trips and will not be reimbursed.

The purpose of this proposal is for the provision of NET Medicaid transportation services to eligible Medicaid recipients and diverse populations with a variety of needs. Proposals must provide a clear, detailed description of how allowable services will be provided, including scheduling, coordination, delivery, tracking, collaboration, and appropriate billing.

II. Scope of Work

Successful proposers will provide effective, high-quality customer service for the provision of in-county and out-of-county transportation to Medicaid-covered appointments for Medicaid recipients, including specialized populations and persons with special needs. Contracted entities will respond to requests for transportation in a timely manner in order to reasonably accommodate customers scheduled medical appointments with advanced notice. Contracted entities will schedule, coordinate, provide, and track transportation services to customers once HCJFS has communicated eligibility to the contractor. The contractor will submit invoices for reimbursement for approved activity on a monthly basis. Detailed records must be maintained with customer confidentiality to document and verify the provision of services. Services are monitored for quality assurance.

III. Funding

Funding for this program comes from the Ohio Department of Job & Family Services to HCJFS, and all program costs are reimbursed through cost-reimbursement contract invoices.

IV. Eligible Service Providers

Public, private non-profit, and private for-profit entities are eligible to submit proposals. Service providers must have a proven track record in providing transportation services and experience in working with the target populations specified. Proposals targeting a specific segment of the target population or proposals providing services on a smaller scale are also welcomed.

Private transportation vendors as defined in Ohio Administrative Code 5160-15-14 (A) must meet the conditions and disclosure requirements outlined in Ohio Administrative Code 5160-15-14 (B) and (C) regarding criminal background checks and database reviews for all existing and applicant direct-service employees.

V. Factors and Criteria

The successful applicant(s) will demonstrate the following:

- Compliance with this entire RFP packet/process and submission of a complete proposal package per Section VI of this RFP;
- Demonstrated ability to coordinate and deliver services in a timely manner;
- State-required limits of liability insurance (\$2,000,000 or more);
- Possession of a fleet of vehicles adequate to handle the demand of eligible consumers, and liability coverage for such vehicles and usage;
- Certification of any required/optional training (drivers' CDL, CPR and First Aid);
- Certification of criminal background checks for direct-service employees;
- Specialized vehicles for the provision of transportation of persons with special needs;
- Experience in customer service with special needs populations;
- Past records of performance based on references from previous and current contracts;
- Submission of cost variables based on a per unit cost of one-way trip rates;
- Sufficient cash to conduct business on a cost-reimbursable basis with invoices fully processed typically within 60 days of receipt.

VI. Request for Proposal (RFP) Process

All proposals which conform to these instructions will be reviewed. This process does not commit HCJFS to award a contract or to pay for costs incurred in the preparation of the RFP, or to otherwise procure services. HCJFS reserves the right to accept or reject any or all proposals in full or in part. HCJFS reserves the right to reject any proposal in which the proposer takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to the standards, specifications, and requirements specified in the request for proposals; or submits prices that HCJFS considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority. Proposals will be reviewed for accuracy, consistency, and completeness. HCJFS may request additional information to aid in review and selection. All requested amounts are subject to negotiation based upon final approval by HCJFS and the Board of Highland County Commissioners.

Proposers should read the entire contents of this RFP, and all questions should be answered completely, honestly, and to the best of the proposer's ability, and all directions should be followed.

Each proposal **must** contain all of the following:

A. Program Narrative

Cover letter (and any attachments) to address in detail:

1. Organizational capacity and history of performance
2. Proof of liability coverage
3. Staff qualifications
4. Applicable references
5. Description of compliance with Ohio Administrative Code 5160-15-14 (private transportation vendors)

B. Organizational Information Sheet (attached)

C. Vendor Requirements (attached)

D. Management Assurances (attached)

E. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (attached)

F. Vendor Code of Conduct (attached)

G. NET Transportation Budget Information Summary (attached) and any budget attachments

H. Copy of most recent audit

Vendors must demonstrate financial stability. Financial stability will be demonstrated by providing a copy of the most recently completed audit. *Please note that successful proposers must have sufficient income from non-NET sources or agency cash reserves to provide a minimum of 60 days cash flow, as this is a cost-reimbursement vendor contract.*

Please submit 1 original proposal along with 2 copies. Proposals are to be hard-copy only (no e-mails). No binders or covers are permitted. Proposals must be received by the deadline date and time at Highland County Job & Family Services at 1575 N High St Ste 100, Hillsboro, OH 45133. Postmarks will not be considered equivalent to "received". The office is open from 7:30am – 5:00pm Monday through Thursday and 7:30am – 11:30am Friday except holidays. Late proposals will not be accepted. Incomplete proposals shall be found non-responsive and eliminated from consideration.

Please be advised that conditions or factors affecting the terms of this RFP may be amended due to changes in Medicaid or fiscal policies at the local, state, or federal level. All accepted proposals are subject to final negotiations.

Each proposal will be reviewed and evaluated by HCJFS management (see Evaluation Process in Section VII). Selection should be made within approximately 4 weeks after the RFP deadline. The project will be awarded to the proposal(s) which, in the discretion of the HCJFS and Board of Commissioners, is (are) the lowest and best proposal(s).

Awards will be made to responsible vendors whose proposal is most advantageous to HCJFS with price and other factors considered. Unsuccessful applicants will be notified promptly. Contracts awarded as a result of this

solicitation will be on a cost-reimbursement agreement. The cost reimbursement agreement reimburses the contractor for approved actual costs and involves the processing of invoices with complete documentation through HCJFS, the Board of County Commissioners, and the Highland County Auditor before payment is made. Claims made to the HCJFS for reimbursement shall not duplicate claims made by the contractor to other sources of public funds for the same service.

The HCJFS reserves the right extend contracts awarded through this RFP for successful performance for up to two periods. The HCJFS further reserves the right to amend, modify, or terminate contracts resulting from this RFP.

Questions regarding the Request for Proposal process should be directed by e-mail to Jeremy.ratcliff@jfs.ohio.gov. All answers will be available to all proposers.

VII. Evaluation Process

Proposals will be evaluated and selected based on their ability to assure the following, which are rated as follows for a maximum total score of 250 points:

- A. The best and most successful delivery of services, including ability to provide coordinated services and organizational capabilities. (50 points)
- B. The most competitive costs, including cost reasonableness. (50 points)
- C. A history of competent tracking, monitoring, and evaluation of systems of delivery and program reports. (50 points)
- D. A history of successful transportation performance. (50 points)
- E. A history of success in serving target populations (ie. Medicaid recipients including children, adults, disabled, and elderly participants). (50 points)

VIII. Terms and Conditions

All proposers must agree to and comply with the terms and conditions of this RFP, including all local, state, and federal laws governing the services and funding associated with this program.

Administrative Remedies for Violations

Upon violation or breach of any contract provision, the HCJFS may exercise any administrative, contractual, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the HCJFS retains the right to exercise all remedies hereinabove mentioned. The contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate State or Federal audits directly related to the provisions of the contract. The contractor must agree to reimburse the HCJFS the full amount of the payment received for services provided under the contract to consumers that do not meet the eligibility requirements. The contractor must agree to reimburse the HCJFS the full amount of payment received for services not covered by the contract. The contractor must agree to reimburse to the HCJFS the full amount of payment received for duplicate billing, erroneous billing, deception claims, or falsification.

Assignment and Subcontracting

The contractor shall not assign the contract without the prior written approval of the HCJFS. The contractor shall not subcontract any of its obligations under the contract without the prior written consent of the HCJFS. All subcontracts are subject to the same terms, conditions and covenants contained within the contract. The contractor is responsible for making direct payment to all subcontractors for any goods or services provided by such a subcontractor. The contractor must notify HCJFS within 10 days of when the contractor knows or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, contractor will immediately undertake a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

Certification of Debarment, Suspension, Ineligibility, & Voluntary Exclusion

All proposers must sign the attached Certification of Debarment, Suspension, Ineligibility, and Voluntary Exclusion. No awards shall be made to any party which is debarred, suspended, ineligible, or otherwise excluded from participation in Federal assistance programs. The contractor must certify that neither the contractor nor any principals is debarred, suspended, or otherwise ineligible or excluded from participation in federal assistance programs under executive orders 12549 and 12689, "Debarment and Suspension", and other applicable regulations and statutes, including 2 C.F.R. parts 180, 200, and 417, 29 C.F.R. part 98, and 45 C.F.R. part 75.

Confidentiality

The contractor must agree that all records, documents, writings or other information produced by the contractor under the contract, and all records, documents, writings or other information used by the contractor in the performance of the contract are treated according to the following terms:

- All HCJFS information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by the contractor. Where there is a question as to whether information is public or private, HCJFS will make the final determination.
- All contractor information which is proprietary will be held to be strictly confidential by HCJFS. Proprietary information is information which, if made public, would put the contractor at a disadvantage in the marketplace and trade of which the contractor is a part.

The contractor is responsible for notifying HCJFS of the nature of the information prior to its release to HCJFS. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of the contractor to proceed against HCJFS for violation of the contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. HCJFS reserves the right to require reasonable evidence of the contractor's assertion of the proprietary nature of any information to be provided. HCJFS will make the final determination as to whether any or all of the information identified by the vendor as a trade secret is, in fact, a trade secret. The contractor must agree that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties. The contractor must agree to be bound by the same standards of confidentiality that apply to the employees of HCJFS, Highland County, ODJFS, ODM, and the State of Ohio, and such terms must be included in any subcontracts executed by the contractor for work under the contract. The contractor must agree that any data made available to contractor by HCJFS shall be returned to HCJFS not later than 90 days following termination of the contract and shall certify that no copies of source data were retained by the contractor. The contractor must agree to current and ongoing compliance with 42 USC Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Ethics and Conflict of Interest

The contractor must agree that it will not promise or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. The contractor will not ask an officer, employee or agent of the agency to violate any requirements of the Highland County code of standards of conduct requirements and will refrain from activities which could result in violations of this

requirement. The contractor must agree that it will refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 2921.42 or 2921.43, Revised Code, and will refrain from conflicts of interest, whether direct or indirect. The contractor must certify that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2921.42, and 2921.43 of the Revised Code and the portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

All proposers, as a part of the RFP process, must declare compliance with this code of conduct and must disclose and describe any potential direct or indirect conflict of interest, including family or business relationships with any HCJFS employees. If a conflict, real or apparent, does exist, it must be declared and described, and the individual(s) concerned must exclude themselves from participation in the procurement process. All such declarations will be in writing. No funds will be paid to any proposer who influences or attempts to influence HCJFS employees in connection with the awarding of any contract. Potential contractors who attempt to improperly influence the process will be disqualified. The attached Vendor Code of Conduct must be signed by all proposers.

Findings for Recovery from Auditor of State

No state agency and no political subdivision shall award a contract for goods or services paid for in whole or in part with state funds to a person against whom a finding for recovery has been issued by the auditor of state on and after January 1, 2001, if the finding for recovery is unresolved.

Independent Contractor

The contractor must agree that no agency, employment, joint venture, or partnership has been or will be created between the parties. The contractor must also agree that, as an independent contractor, the contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered. The contractor must agree that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provision of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. The contractor must certify that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractor becomes disqualified from conducting business in Ohio, for whatever reason, the contractor must immediately notify HCJFS of the disqualification and immediately cease performance under the contract.

Insurance

All contracts shall require the vendor to furnish to the Board of Highland County Commissioners a Certificate of Insurance, which shall contain a Notice of Cancellation clause with notification being sent 30 days prior to cancellation to the Board's office. Cancellation of insurance will constitute a default, which, if not remedied within the 30 day notification period, shall cause immediate termination of the contract.

Non-Discrimination/Equal Employment Opportunity

The contractor will comply with 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. Chapter 60). No person with responsibility in the operation of a program of the HCJFS will discriminate with respect to any program participant or applicant for participation in such program because of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, political affiliation, or genetic information. In addition, reasonable accommodations must be provided

in compliance with the Americans with Disabilities Act. Any contractor found to be out of compliance may be subject to investigation by the Office of Civil Rights and termination of the contract. Specifically, the contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, political affiliation, or genetic information and will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to such. Such action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor will incorporate the foregoing requirements in all of their contracts for any of the work prescribed in this RFP and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work. In addition, the contractor must agree to post in conspicuous places, available to employees and applicants for employment, notices stating that the contractor complies with all applicable federal and state non-discrimination laws. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, political affiliation, or genetic information. The contractor will incorporate the foregoing requirements in all of its contracts for any of the work prescribed in this RFP and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work. The contractor must certify that they are an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations.

Program Integrity Provisions

In accordance with 5160-15-14 and 5160-43-09 of the Ohio Administrative Code, all private transportation vendors are required to conduct criminal background checks on each direct-service employee or applicant. The result of the criminal background check must substantiate that no direct-service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to an offense listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Ohio Revised Code. In addition, Highland CJFS must confirm that a search of the following databases for each owner/manager and each direct-service employee and applicant substantiates that none of the entities for which the search is performed is currently listed in any of the databases as sanctioned or excluded:

- The system for award management (SAM) maintained by the United States general services administration;
- The list of excluded individuals and entities maintained by the office of inspector general in the United States department of health and human services;
- Finding for Recovery Database maintained by the Auditor of State;
- Medicaid Excluded Parties listing maintained by the Ohio Department of Medicaid;
- The Ohio department of developmental disabilities (DODD) online abuser registry;
- The Internet-based sex offender and child-victim offender database;
- The Internet-based database of inmates;
- The state nurse aide registry, and there is a statement detailing findings by the director of health that the provider applicant or employee neglected or abused a long-term care facility or residential care facility resident or misappropriated property of such a resident.

Records Access and Retention

All books, documents, papers, and records which are directly pertinent to this contract, including supporting documentation for invoices submitted to the HCJFS by the contractor, shall be made available by contractor for audit to the HCJFS, the state of Ohio (including, but not limited to, the Ohio Department of Job and Family Services, the Ohio Department of Medicaid, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government (including, but not limited to, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives) for the purpose of making audit, examination, excerpts, and transcriptions. Financial,

programmatic, statistical, and recipient records and supporting documents must be retained for a minimum of five years after the submittal of the final expenditure report for the grant or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the five-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular five-year period, whichever is later.

Termination Provisions

Either party may terminate the contract upon 30 days written notice to the other party. HCJFS may terminate the contract immediately upon delivery of written notice to contractor if HCJFS has discovered any illegal conduct on the part of contractor, any violation by contractor of articles of the contract, or loss of funding. Upon receipt of notice of termination, the contractor agrees that it will cease work on the terminated activities under the contract, terminate all subcontracts related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report as of the day of receipt of the notice of termination describing the status of all work under the contract, including, without limitation, results accomplished, conclusions reached, and other such matters as HCJFS may require. In the event of termination, the contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by HCJFS on the rate set forth in the contract, less any funds previously paid by or on behalf of HCJFS. HCJFS is not liable for any further claims, and the claims submitted by the contractor are not to exceed the total amount of consideration stated in the contract. If HCJFS or the contractor fails to perform an obligation or obligations under the contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by HCJFS is not effective unless it is in writing signed by the director. The parties must further agree that should the contract be terminated, or should the contractor become unable to provide the services agreed to for any reason, such service as the contractor has provided up to the date of termination or of its inability to continue the terms of the contract shall be eligible to be billed and paid according to the provisions of the contract. The parties must further agree that should the contract be terminated or should the contractor become unable to complete the work requested in the contract for any reason, such work as the contractor has completed up to the date of termination or of its inability to continue the terms of the contract shall become the property of HCJFS. HCJFS shall not be liable to tender and/or pay to the contractor any further compensation after the termination of the contract or the contractor's inability to complete the terms of the contract, which date shall be the date of termination, unless extended upon request by HCJFS. Notwithstanding the above, the contractor shall not be relieved of liability to the HCJFS for damages sustained by the HCJFS by virtue of any breach of the contract by the contractor. HCJFS reserves the right to legal, administrative, and contractual remedies for damages sustained by the HCJFS by virtue of any breach of the contract by the contractor. HCJFS may withhold any compensation to the contractor until the amount of damages due the HCJFS from the provider is agreed upon or otherwise terminated.

Miscellaneous

The contractor must agree to comply with all applicable federal, state and local legal requirements, including, but not limited to:

- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 C.F.R. part 3);
- Davis-Bacon Act as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5);
- Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 C.F.R. part 5);
- "Rights to Inventions" clause 37 C.F.R. part 4001 pertaining to patent rights with respect to and discovery or invention which arises or is developed in the course of or under such contract;
- All applicable standards, orders, or requirements issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387);

- Contractor has not and will not use federal funds to pay for any lobbying activities as defined in the Byrd Anti-lobbying Amendment (31 U.S.C. 1352).

Furthermore, the contractor must agree to cooperate with the Ohio Department of Job & Family Services and any child support enforcement agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state or federal law.

ORGANIZATIONAL INFORMATION SHEET

Proposer Organization Name:
Address:
Person (Name & Title) Authorized to Represent the Proposer:
Phone Number:
E-mail Address:
Proposed Number of One-Way Trips (capacity for Medicaid-covered trips):
Total Funds Requested: \$ (Unit cost from budget sheet multiplied by proposed number of one-way trips)
Organization status: <input type="checkbox"/> Public Non-Profit <input type="checkbox"/> Corporation <input type="checkbox"/> Private Non-Profit <input type="checkbox"/> Private For-Profit <input type="checkbox"/> Government <input type="checkbox"/> Other _____
Number of Years in Operation:
Tax, Tax Exempt, or Non-Profit ID number:
Name and Signature of Person Authorized to bind the organization to all commitments made in the proposal: Name: _____ Signature: _____ Date: _____

VENDOR REQUIREMENTS

In submitting this proposal, the vendor agrees to the following requirements of the request for proposal and any subsequent contracts awarded as a result of the same:

1. Proposers are to follow the guidelines contained in this document when preparing their response to the proposal.
2. All proposals submitted will be subject to the following procedures:
 - a) Proposals that fully comply with the RFP will be reviewed by HCJFS management.
 - b) Proposers will be notified in writing of approval or denial of their proposals.
 - c) Proposers who are approved for funding must enter into a formal contract for services.
 - d) Budget/contract negotiations will be conducted by HCJFS management.
 - e) All contracts for services must be approved by the Board of Highland County Commissioners for final approval.
 - f) When determined in the best interest of HCJFS, contracts will be awarded to proposers whose proposal is most advantageous to HCJFS. While price is always a factor, it may not be the controlling or most significant factor. The proposer that is awarded a contract must be responsive to the RFP and must also be judged responsible.
3. The RFP does not commit the HCJFS to award a contract, to pay cost incurred in the preparation of a proposal, or to procure or contract for services prior to issuance of a signed contract. HCJFS reserves the right to accept or reject any or all proposals received, to negotiate services and costs with proposers, and to cancel in part or in entirety this RFP. HCJFS reserves the right to reject any proposal in which the proposer takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to the standards, specifications, and requirements specified in the request for proposals; or submits prices that HCJFS considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority. Funding levels are subject to change. Each proposal will be reviewed with respect to price, administrative program capabilities, and conformance to the RFP criteria.
4. The contents of proposals submitted by successful proposers will become part of the awarded contract, and funding will be contingent upon their agreement to the provisions included herein and the formal contract.
5. The vendor agrees that it will comply with all terms and conditions outlined in Section VIII (Terms and Conditions) of this RFP.
6. The vendor shall include a copy of the most recently completed audit with this RFP.

Authorized Representative's Signature

Date

MANAGEMENT ASSURANCES

The HCJFS will enter into contracts only with organizations which provide reasonable assurance in their applications that they are capable of managing, operating, monitoring, and reporting according to federal and state guidelines, and standards of usual and customary business practices. This shall include:

1. Sufficient organizational and financial capability to operate the program.
2. Making available for review and monitoring the names and qualifications of their officers, directors, and managing personnel who have operational or fiscal responsibilities for the contracted services.
3. Assurance that internal policies meet state and federal guidelines regarding Equal Employment Opportunity and provide for fair and reasonable employment practices.
4. Assurance that no person with responsibility in the operation of the program will discriminate with respect to any participant or applicant because of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, political affiliation, genetic information.
5. Assurance that internal policies prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. Assurance that appropriate standards for health and safety in work and training situations will be maintained.
7. Assurance that the HCJFS may not be held responsible for payment of funds if some of those same funds have not been received by the State.
8. Assurance that the vendor recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed cost.
9. Assurance that the vendor has sufficient income from non-NET sources or cash reserve to provide a minimum of 60 days cash flow, as this is a cost-reimbursement vendor contract.
10. Assurance that the vendor has read the Terms and Conditions in Section VIII of this RFP and agrees to comply with them in their entirety.
11. Assurance that private transportation vendors as defined in Ohio Administrative Code 5160-15-14 (A) will meet the conditions and disclosure requirements outlined in Ohio Administrative Code 5160-15-14 (B) and (C) regarding criminal background checks and database reviews for all existing and applicant direct-service employees.

The authorized representative must assure and certify that he possesses the legal authority to enter into a contract.

Authorized Representative's Signature

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION**

The vendor certifies the following:

- 1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, or otherwise ineligible or excluded from participation in federal assistance programs under executive orders 12549 and 12689, "Debarment and Suspension", and other applicable regulations and statutes, including 2 C.F.R. parts 180, 200, and 417, 29 C.F.R. part 98, and 45 C.F.R. part 75.

- 2) The prospective vendor certifies that neither it nor its principals has a finding for recovery issued by the Auditor of State on and after January 1, 2001, if the finding for recovery is unresolved.

Printed Name & Title of Signatory Authority for Proposing Agency

Signature

Date

VENDOR CODE OF CONDUCT

Maintaining the integrity of public procurement is crucial in preventing fraud and abuse of public funds. No contractor, individual, company or organization seeking a contract or seeking to sell goods or services to HCJFS will promise or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. No contractor or individual, company or organization seeking a contract or grant or seeking to sell goods or services to HCJFS will ask an officer, employee or agent of the agency to violate any of the code of standards of conduct requirements. Contractors acting on behalf of HCJFS will refrain from activities which could result in violations of this rule.

All HCJFS contracts shall contain provisions requiring the contractor to refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, to agree that it will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 2921.42, or 2921.43 of the Ohio Revised Code and will refrain from conflicts of interest, whether direct or indirect.

All contracts of the HCJFS shall include a certification by the contractor that it is in compliance with and will maintain compliance with the requirements listed in the paragraph above. The contractor will promptly notify the HCJFS of any newly arising conflicts of interest or potential violations of state ethics laws.

Contractors in violation of these laws may be prosecuted for criminal violations. Any contract who violates the requirements of this code of conduct or related C.F.R. and Revised Code is subject to having the related contract terminated or having the HCJFS refuse to enter into a contract along with penalties and sanctions.

I have read the above information and understand that I am subject to this policy and law. I confirm to the best of my knowledge and belief that I am in compliance with this policy and law and that no conflict of interest exists, as defined within this information, except for the following matters:

_____ None

_____ I hereby acknowledge that a potential conflict of interest could arise as a result of my position.

Description:

Name & Title: _____

Signature: _____

Date: _____

NET TRANSPORTATION BUDGET INFORMATION SUMMARY*

*Please attach additional budget information if desired to further demonstrate costs and organizational structure.

A. Administrative Staff Costs

- 1. Salaries \$ _____
- 2. Fringes \$ _____
- 3. Other _____ \$ _____

Total Staff Costs: \$ _____

B. Operational Costs

- 1. Admin. Supplies/Materials \$ _____
- 2. Printing/Postage \$ _____
- 3. Phones \$ _____
- 4. Bonding/Insurance \$ _____
- 5. Other _____ \$ _____

Total Operational Costs \$ _____

C. Space & Facilities Costs

- 1. Rent \$ _____
- 2. Utilities \$ _____
- 3. Other _____ \$ _____

Total Space/Facilities Costs: \$ _____

D. Direct Services Costs

- 1. Direct Service Salaries \$ _____
- 2. Direct Service Fringes \$ _____
- 3. Direct Service Training \$ _____
- 4. Fuel Costs \$ _____
- 5. Fleet Maintenance Costs \$ _____
- 6. Vehicle Insurance \$ _____
- 7. Other _____ \$ _____

Total Direct Services Costs \$ _____

TOTAL NET TRANSPORTATION BUDGET: \$ _____

Total annual one-way NET trips: _____

Budget divided by number of one-way trips: \$ _____ per one-way trip (unit cost)