

**Montgomery County Department of Job and Family Services  
By the Authority of the  
Montgomery County Board of County Commissioners**

**REQUEST FOR QUALIFICATIONS / QUOTES**

**RFQ # 57-09-10/11**

**FOR**

**NET (Non-Emergency Transportation)**

**2009**

**Issued by:**

**Montgomery County Department of Job and Family Services  
1111 South Edwin C. Moses Boulevard  
Dayton, Ohio 45408**

**Release Date: November 16, 2009**

***Mission Statement***

**"Protecting children and the elderly, strengthening families and individuals, and providing opportunities through coordinated services for the residents of Montgomery County."**

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## Section 1. General Information

This is a Request for Qualifications / Quotes (“RFQ”) under Section 307 of the Ohio Revised Code (“ORC”) and Section 5101:9-4-07 of the Ohio Administrative Code (“OAC”). Montgomery County Department of Job and Family Services (“MCDJFS”), through the Montgomery County Board of County Commissioners (“Board”), is seeking Qualifications / Quotes for the provision of Non Emergency Transportation (NET). The primary focus of this program is transporting eligible individuals as determined and approved by the MCDJFS to a provider of medical services for the purpose of receiving medical care in a safe and timely manner. The following scope of work includes components to address the needs of the targeted population. Responder(s) should be able to fulfill services in one or more of these areas:

### Scope of Work

- **Have a history of providing curb to curb transportation services to adults and children with variable medical needs and/or handicaps.**
- **Demonstrate an in-depth understanding and ability of how to provide these services effectively with the designated target population.**
- **Have the organizational capacity to provide the proposed services immediately following contract approval.**
- **Have the necessary licensures, certifications, and insurances to publicly operate a transportation service / livery service / taxi service in the state of Ohio.**

The RFQ gives an approximate timeline for the various events in the submission process, the evaluation process, and performance of the services. While the dates are subject to change, Bidders must be prepared to meet the deadlines as specified in this RFQ.

**Any failure to meet the deadlines in the submission, evaluation and/or negotiation phase or objection to the dates of performance may result in MCDJFS refusing to accept a Bidder’s proposal.**

### Project Deliverables & Work Schedule:

Vendor agrees to the delivery of purchased services in accordance with the following conditions:

- Maintenance of an adequate number of vehicles that meet the guidelines of the MCDJFS to ensure efficient service delivery to eligible individuals. **Note: projected number of trips per year is approximately 50,000 with approximately 700 authorized clients. Peak hours of transportation usage generally will occur between 5:30 a.m. and 6:00 p.m., Monday through Friday. However, vehicles do need to be available 24 hours a day, 7 days a week, and 365 days a year.**
- Vehicles used to transport eligible individuals must be clean, free of litter, and free of offensive odors in the passenger compartment.
- Passenger seats must be in good condition with no un-patched rips or tears or broken springs.
- Vehicle and driver should be able to accommodate a non-motorized wheelchair.
- Drivers should put the needs of eligible individuals first and serve them in a respectful and professional manner.
- Drivers should appear well groomed wearing neat and clean clothes.
- Drivers and/or dispatchers must not refer to eligible individual in terms of their status with MCDJFS (e.g. a “welfare ride”) or in any other derogatory term either directly or indirectly (e.g. over the dispatch radio) and, in general, should not treat eligible individuals any differently than they would a regular cash-paying fare.
- Drivers may not transport eligible individuals to locations other than destinations that are approved by MCDJFS.
- Vendor shall provide service within all of the postal zip codes in Montgomery County. Should a round trip be required, Vendor accepts the responsibility for the provision of the return trip in accordance with all other terms of this contract.
- For each separate appointment, Vendor is not required to make more than one (1) attempt to pick

up an authorized eligible individual from the eligible individual's residence on the same day.

- Wait time is limited to 15 minutes and only allowable for pharmacy stops. MCDJFS will not pay for wait time under any other circumstances, unless pre-arranged through the NET coordinator at MCDJFS.
- All pharmacy stops must be in conjunction with a scheduled medical appointment. Pharmacy only destinations are not allowable.
- Payment to the Vendor will not be made for any cab, which makes stops at facilities other than those authorized by MCDJFS.
- MCDJFS assumes no liability to pay for clients not authorized for transportation services by MCDJFS.
- All transportation vehicles to be used by the Vendor in delivering the purchased service(s) will have the necessary equipment to accommodate special needs of eligible individuals and to provide for normal or emergency operation of the vehicle. All vehicles are equipped with two-way radio communication equipment, or a cell phone dedicated to communication with dispatch only.
- All vehicles shall be maintained in a state of repair, meeting Ohio safety inspection standards that will allow for the safe transportation of eligible individuals.
- MCDJFS reserves the right to inspect vehicles of its choice used by Vendor(s) for transporting eligible individuals at any time and without prior notice to Vendor(s).
- All transportation vehicles used by Vendor(s) in delivering the purchased service must be clearly identified by unique color schemes and logo bearing the name of Vendor on both the left and right side of each vehicle in large letters. Each vehicle is identified with its own unit number prominently displayed.
- All Vehicle Drivers must be clearly identified by a photo ID. This identification shall be prominently displayed and clearly visible by the passenger at all times.
- Smoking by drivers and/or passengers in the vehicle is prohibited.

Bidders are required to provide descriptions of the limits of their capabilities for transporting passengers on a daily basis. For instance, **“Company A has the ability to transport up to 100 passengers daily between the hours of 8am and 5pm, with no more than 6 needing picked up at the same time.”** Should the Bidder be awarded a contract, all outcome targets will be negotiated based upon the measures specified in the successful Bidder's proposal, and the requirements of the funding sources. The selected service contract must be cost effective and utilize service strategies that are based upon current research and that respond to the specific service needs of the populations to be served.

Any interested Bidder must submit a completed proposal following the procedure outlined in this Request for Qualifications / Quotes no later than December 1, 2009 at 12:00 noon (local time). If a suitable proposal or proposals made in response to this RFQ is/are selected, MCDJFS, through the Board, may enter into a contract with a Bidder whose proposal has been chosen (“Selected Bidder”). The RFQ provides details on what is required to submit a proposal, how MCDJFS will evaluate the proposal, and what will be required of the Selected Bidder once they are performing the work.

Once awarded, the Contract Period will begin on the award date and will last through December 31, 2010.

### 1.1 Time Table

The following timetable shall apply to this RFQ, subject to the contract(s) awarded under this RFQ (“Contract”) being finalized and approved by the Board.

RFQ #57-09-09/10 Release Date	November 16, 2009
Deadline for Letter of Intent / Questions	November 23, 2009 by 4:00 pm (local time)
Deadline for Answers and changes to RFQ	November 25, 2009 – end of business
Deadline for Submitting Proposals	December 1, 2009 at 12:00 noon (local time)
Notification of Awards	Approximately December 3, 2009
Contract Development	Approximately December 7, 2009 through December 15, 2009
Project Implementation	Approximately January 1, 2010 through December 31, 2010

## 1.2 Contact Person

On Behalf of the Montgomery County Department of Job and Family Services:

Xavier Gullatte  
Montgomery County Department of Job & Family Services  
Purchase Services Unit  
1111 South Edwin C. Moses Boulevard  
Dayton, Ohio 45408  
Fax: 937-496-7608  
Email: [mcdjfs-cd@odjfs.state.oh.us](mailto:mcdjfs-cd@odjfs.state.oh.us)

## 1.3 Letter of Intent

Any bidder who plans to respond to this RFQ is required to submit a Letter of Intent. MCDJFS must have a time and date stamped **Letter of Intent on file by November 23, 2009 at 4:00 p.m. local time**. There are no exceptions to this deadline and any letter received after the deadline will be immediately rejected. Faxed or e-mail will be accepted. If sent by carrier, the Bidder must use certified or registered mail (return receipt requested) or private delivery or courier service (e.g., Federal Express, DHL, etc.). MCDJFS will notify a Bidder of any changes in this RFQ only if the bidder has a Letter of Intent on file. The Letter of Intent is not to exceed one typed page and must include:

- Name of the Bidder's Organization
- Mailing Address
- Email address
- Telephone number and Fax number
- A statement of intent to provide Vendor transportation services through this RFQ
- Name and title of the person submitting the Letter of Intent for the Bidder.

## 1.4 Written Questions

To ensure a fair and objective process, any follow-up questions related to this RFQ must be presented, in writing, by **4:00 p.m. on November 23, 2009**. **Bidders contacting any member of the review committee regarding this RFQ, or any member of MCDJFS staff or its agents, risk elimination of their Proposal from further consideration.**

## 1.5 Bidder Disclosures

Any Bidder must disclose any and all current, pending, or threatened court actions and/or claims against the Bidder. This information may not cause rejection of the proposal but withholding the information may give cause to reject the proposal.

## 1.6 Conflict of Interest

No Bidder will promise, or give to a MCDJFS employee or agent anything of value that could influence that employee's decision on awarding a contract. No Bidder shall attempt to influence an employee of MCDJFS, to violate the procurement policies of MCDJFS, the ORC, OAC, or Federal Procurement Regulations. In addition, Bidder acknowledges and agrees to abide by MCDJFS written code of minimum ethical standards. A copy of the ethics code may be requested from the Contact Person.

## 1.7 Bidder Examination of the RFQ

Bidders are expected to be familiar with the entire RFQ. Bidders are expected to respond to the RFQ in a manner that makes it clear they understand and have responded to all sections of the RFQ. If Bidders discover any mistakes in the RFQ, they must notify the Contact Person in writing (an email attachment on organizational letterhead is acceptable).

Acceptable proposals will meet the specifications contained in this RFQ and all applicable policies and regulations. It is incumbent upon bidders to familiarize themselves with these documents during proposal development.

### **1.8 Ability to Award Contract**

This RFQ and all MCDJFS contracts are contingent upon the availability of funds. If at any time during the RFQ process, funds are not available for the proposed services, the RFQ process will be canceled. In such an event, the Bidders will be notified at the earliest possible time. MCDJFS shall not compensate the Bidders for any expenses incurred as a result of the RFQ process.

### **1.9 Insurance Requirements**

If RFQ specifications require the performance of labor for MCDJFS, a Selected Bidder must agree to indemnify and protect MCDJFS, and the Board against all liabilities, claims, or demands for injuries or damages to any person or property growing out of the performance of the Contract, by the Selected Bidder/Contractor, its servants, employees, agents, and/or representatives. Prior to the issuance of the Contract, the Selected Bidder must furnish an Insurance Carrier's Certificate showing that the Selected Bidder has adequate Worker's Compensation, public liability, and property damage insurance coverage.

### **1.10 Taxes**

MCDJFS does not pay local, state, or Federal taxes. If requested, a Selected Bidder will be furnished with an exemption certificate.

### **1.11 Compliance with the Law**

A Selected Bidder must agree to comply with all applicable Federal, State, and local laws in the conduct of the work specified in this RFQ including applicable state and federal laws regarding drug-free work places. The Selected Bidder will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security Deductions, and any other tax or payroll deductions required for all employees engaged by the Selected Bidder in the performance of the work specified in this RFQ.

Both for-profit and not-for-profit Contractors are required to comply with federal rules as specified in Office of Management and Budget (OMB) Circular A-133 audit requirements. Contractors that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. Contractors that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year but records must be available for review or audit by appropriate officials and auditors of the federal agency, the pass-through entity, and the General Accounting Office (GAO). Any biennial (two year) audit shall cover both years within the biennial period in the scope of the audit.

A Contractor is required to follow all federal, state and local procurement rules regarding the purchase of equipment, sub-contracting and program materials, including making efforts to utilize small and minority-owned businesses, women's business enterprises and labor surplus area firms when they are potential resources for supplies, equipment and services. MCDJFS will provide training to the Selected Bidder regarding such rules. The potential funds to be distributed through this RFQ are:

- Non Emergency Transportation (NET)

ORC Section 9.24 prohibits MCDJFS from awarding a contract to any Bidder against whom the Auditor of State has issued a finding of recovery if the finding of recovery is "unresolved" at the time of award. By submitting a proposal, Bidder warrants that it is not now, nor will it become, subject to an "unresolved" finding for recovery under ORC Section 9.24, prior to the award of the Contract, without notifying MCDJFS of such findings.

Any proposal or other material submitted by a Bidder becomes the property of MCDJFS and may be returned only at MCDJFS option. Proprietary information should not be included in a proposal or supporting materials because MCDJFS will have the right to use any materials or ideas submitted in a proposal without compensation to the Bidder. Additionally, all proposals are open to the public after a Bidder's proposal is selected.

MCDJFS will retain all proposals, or a copy of such, as part of the Contract file for at least three (3) years from the date the Contract has been awarded. After the retention period, MCDJFS may destroy or otherwise dispose of the proposal and/or any copies.

MCDJFS may disclose to the Selected Bidder written or other information that it treats as confidential. All such confidential information and all related material and documents MCDJFS delivers to the Selected Bidder remain the property of MCDJFS. The Selected Bidder must treat such information as confidential if it is so marked, otherwise identified as such, or when by its very nature it deals with matters, if generally known, would be damaging to the best interests of the public, contractor, other contractors, or potential contractors with MCDJFS, or individuals or organizations with whom MCDJFS keeps information. For example, information should be treated as confidential if it includes proprietary documentation, materials, flow charts, codes, software, computer information, techniques, models, diagrams, know-how, trade secrets, data, business records, or marketing information. By further example, the Selected Bidder must also treat as confidential information any material, to which attorney-client, physician-patient, or other privilege recognized by law may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

Additionally, MCDJFS (and by extension, Contractor) is required to follow the following federal procurement policies, specifically the following:

- Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
- Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15).
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Mandatory disclosure to MCDJFS of any modifications to names, addresses, phone numbers, facsimiles, email, etc. when such occurs during the duration of this Contract.

### **1.12 Equal Opportunity Provisions Required**

All Bidders must be willing to enter a Contract containing the following express language contained in ORC Section 125.111:

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

That in the hiring of employees for the performance of work under the contract or any subcontract, no Bidder or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That no Bidder, subcontractor, or any person acting on behalf of any Bidder or subcontractor shall comment in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

A Selected Bidder who contracts with the State or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in ORC Section 122.71. Annually, each Selected Bidder/Contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under ORC Section 122.92. In addition, all Selected Bidders who contract with the State or any of its political subdivisions for materials, equipment, supplies, and services must also adhere to requirements as set forth in Section 1.11 which

addresses the utilization of small and minority-owned businesses, women's business enterprises and labor surplus area firms.

### **1.13 Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA)**

ORC Section 2909.33 ("Terrorism") requires that any contract that will result in a Bidder receiving funding in an aggregate amount greater than \$100,000 annually shall certify that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion List. By the Bidder completing the DMA form and affixing a signature on the form (Declaration Requiring Material Assistance/Non-assistance to a Terrorist Organization) of the RFQ, the Bidder certifies that it does not provide material assistance to any organization on the list, and that failure to complete the form or answer 'yes' to any question shall serve for purposes of this affidavit as a disclosure of the provision of material assistance to an organization that is listed on the Terrorist Exclusion List (attached with DMA form).

## **Section 2. Submitting Proposals**

### **2.1 Preparation of Proposal**

A proposal must clearly identify the Bidder's qualifications to provide the services requested in this RFQ. Bidder must respond to the specific services requested through this RFQ and its instructions and requirements. A Bidder's quote must include all costs that relate to the proposed services to be provided and projected number of clients to be served. All quotes become the property of MCDJFS and will be considered public information available for inspection following the selection of a proposal.

### **2.2 Proposal Cost**

The Bidder is fully responsible for all costs associated with the development and submission of the proposal. MCDJFS assumes no contractual or financial obligation as a result of the issuance of this RFQ, the preparation and submission of the proposal by a Bidder, the evaluation of an accepted proposal, or the selection of an approved proposal.

### **2.3 False or Misleading Statements**

Proposals containing false or misleading statements may be rejected.

### **2.4 Bidder Representative's Signature**

The Cover Page of the proposal must be signed by an individual who is authorized to contractually bind the Bidder. The signature must indicate the title or position the individual holds in the Bidder's organization.  
**Unsigned Proposals will not be accepted.**

**It is the responsibility of the Bidder to clearly indicate which of the submitted copies of the proposal the originally-signed document is. If the Bidder does not indicate an original, MCDJFS will designate and mark one of the copies as an original and that designation will become binding if there is ever a dispute concerning the original submission.**

### **2.5 Delivery of Proposals**

A Bidder's written proposal must be received by 12:00 noon local time on Tuesday, December 1, 2009. There are no exceptions to this deadline and any proposal received after the deadline will be immediately rejected. A Bidder must mail or hand deliver one (1) signed original proposal, six (6) copies and an electronic version of the document on a CD-ROM in Word or PDF format and in Excel for applicable forms. These must be submitted to:

#### **RFQ for MCDJFS Services**

**Attention: Xavier Gullatte**

**Montgomery County Department of Job and Family Services**

**Purchase Services Unit**

**1111 South Edwin C. Moses Boulevard**

**Dayton, Ohio 45408**

A receipt will be issued for all proposals received via hand delivery. Proposals delivered by hand prior to December 1, 2009 must be delivered to the Purchase Services Unit of the Job Center. For hand-delivered proposals submitted on December 1, 2009, a designated and clearly marked proposal delivery area will be

located in the Purchase Services Unit of the Job Center. Proposals may not be submitted at any other location. If mailed, the Bidder must use certified or registered mail with return receipt required, or a private delivery or courier service (e.g., Federal Express, UPS, etc.). **Faxed or e-mailed proposals, as well as those sent by Standard U.S. mail, will not be accepted.**

A Bidder should carefully review their final proposal. Once submitted, a Bidder cannot make any change in the proposal unless otherwise permitted under this RFQ or by MCDJFS. Notwithstanding the foregoing, MCDJFS may request additional information for clarification purposes only.

## **2.6 Acceptance & Rejection of Proposals**

MCDJFS reserves the right to reject any or all proposals. The selection of a proposal by the MCDJFS shall be final upon approval by the Board.

## **2.7 Evaluation & Award of Contract**

MCDJFS may award a Vendor Agreement to the Bidder(s) who meet all specifications and provisions within this RFQ.

**Administrative Review** - The results will be evaluated by MCDJFS administration in order to ensure that all facets related to predicted performance were considered. In selecting the successful proposal(s), the MCDJFS evaluation will take into consideration, but will not be limited to:

- ✓ Strength and stability of the Bidder to provide the requested services;
- ✓ Ability to meet the project/program timelines;
- ✓ Overall responsiveness and completeness of the Proposal as well as the likelihood that, in the opinion of MCDJFS and at the sole discretion of MCDJFS, the Proposal best meets or exceeds MCDJFS expectations;
- ✓ Scope of services being proposed;
- ✓ Any other factors considered relevant by MCDJFS and demonstrated by the Proposal or investigation by MCDJFS;
- ✓ Budget analysis, including reasonableness and cost effectiveness of proposed services;
- ✓ Any other factors considered relevant by MCDJFS, including performance on prior and current contracts with MCDJFS; and
- ✓ Experience with a similar project/program of comparable size and scope, including any available information regarding program results.

Any Bidder whose proposal was not selected ("Unsuccessful Bidder") will be notified of their non-selection immediately after the Selected Bidder(s) is (are) notified. If a Selected Bidder fails to execute a Contract within the Contract development period specified in Section 1.1 of this RFQ, MCDJFS may, at its sole discretion, award the Contract to another Bidder whose proposal met the requirements of the RFQ and addenda. The period of time within which such an award of the Contract may be made shall be subject to the written agreement between MCDJFS and the new Selected Bidder.

## **2.8 Post Selection Meeting**

If an Unsuccessful Bidder wishes to discuss the selection process, a request for an informal meeting with MCDJFS and the explanation for it must be in writing and received within seven (7) working days from the mailing date of the notification of non-selection. The request shall state the reason(s) for the meeting, citing the law, rule, regulation, or RFQ procedure(s) on which the request is based. All requests must be signed by an individual authorized to represent the Bidder and must be addressed to the Contact Person described in Section 2.5, hereof.

## **2.9 Caveat**

**Proposal selection does not guarantee that a contract for services will be awarded.** All proposals will be evaluated based on the criteria in the RFQ (see the Rating Sheet under Section 2.7, hereof). MCDJFS will work with the Selected Bidder(s) to finalize the details of the Contract document(s). **If MCDJFS, in its**

sole discretion, determines that MCDJFS and the Selected Bidder(s) are unable to successfully come to terms regarding the Contract within a reasonable time period, MCDJFS reserves the right to terminate discussions. If this happens, MCDJFS, in its sole discretion, reserves the right to either 1. Select another Bidder from the bid process with whom to negotiate the Contract, 2. Cancel the RFQ, or 3. Reissue the RFQ.

#### **2.10 Termination for Convenience**

MCDJFS reserves the right to terminate the resulting Contract at its convenience during the contract period or any subsequent renewal period by giving the Contractor thirty (30) days written notice. Such terminations shall be subject to Board approval.

#### **2.11 Termination for Default/Suspension of Referrals**

MCDJFS shall terminate the Contract should a Selected Bidder fail to carry out the terms and conditions of the Contract after issuance of a notice of required improvement ("cure notice") following approval by a resolution of the Montgomery County Board of Commissioners. MCDJFS may also suspend referrals and/or payment to a Selected Bidder pending the outcome of any investigations alleging breach of contract. A Selected Bidder will have thirty (30) days after the date of a cure notice to develop and submit to MCDJFS a Corrective Action Plan ("CAP") that adequately addresses issues identified in the cure notice. Following the CAP's approval by MCDJFS, a Selected Bidder will have sixty (60) days or another mutually-agreed upon timeframe, within which to implement the CAP and make any necessary corrections. If, after such notice, a Selected Bidder fails to remedy the conditions, MCDJFS will issue an order to stop work immediately and terminate the Contract without obligation.

#### **2.12 Complaint Process**

MCDJFS clients and bidder staff connected to MCDJFS activity shall have the right to use the complaint procedures outlined by the Ohio Department of Job & Family Services and the U.S. Department of Labor Civil Right Center ("CRC") for resolution of any dispute relating to a MCDJFS program which involves discrimination on the basis of race, color, gender, national origin, religion, political affiliation or belief, or status as a MCDJFS participant.

The successful bidder shall cooperate in the investigation and resolution of any complaint to which it is a party, and shall abide by the terms of any resolution or decision made under the procedures.

#### **2.13 Conducting Business Involving Relatives**

No relative by blood, adoption, or marriage, which shall include: spouse, significant other, child (including adult children), parent, sibling, sibling's spouse, aunt, uncle, niece, nephew, stepparent and stepchild (including adult stepchildren), of any executive or employee of the successful bidder shall receive favorable treatment from the successful bidder for enrollment into, or employment related to, the MCDJFS activity. The successful bidder shall also avoid entering into any subcontract or agreement to provide programs or services related to the MCDJFS activity with an executive's or employee's relative by blood, adoption, or marriage. When it is in the public's interest for the organization to provide a service related to the MCDJFS activity with a relative, the successful bidder shall obtain written approval from MCDJFS before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.

#### **2.14 Nepotism**

No individual may be placed in any MCDJFS activity if a member of that person's immediate family is directly supervised by, or directly supervises, that individual.

#### **2.15 Political and Sectarian Activities**

No sectarian (i.e., religious) or political activities may be conducted in connection with MCDJFS activity. Participants shall not be employed through MCDJFS contracts to carry out the construction, operation, or maintenance of any part of any facility that is used or is to be used for sectarian instruction or as a place for religious worship, except that maintenance of a facility is allowed if it is not primarily or inherently devoted to sectarian instruction or religious worship, (i.e., where the person or entity operating the facility is part of a program or activity providing services to participants).

## Section 3. Terms and Conditions

**If a Contract ensues, the RFQ and the commitments made in the selected proposal will become contractual obligations, including any information requested during Contract development by MCDJFS. Failure of the Selected Bidder(s) to accept these obligations may result in cancellation of the award.**

### 3.1 Type of Contract and Subcontracting

The Contract will incorporate the requirements of the RFQ, the Selected Bidder's proposal, and all other agreements that may be reached during Contract negotiation.

The Contractor is responsible for the execution of the project/program and Contract requirements. If the Contractor chooses to provide services via sub-contractor(s), the Contractor is fully responsible for all sub-contractor(s) delivery of service and payment thereof. The Contractor will not subcontract or assign the Contract nor shall any subcontractor commence performance of any part of the work included in the resulting Contract, without the previous written consent of MCDJFS. Acceptance or rejection of a proposed subcontract is at the sole discretion of MCDJFS.

### 3.2 Contract Period, Funding & Invoicing

The term of the Contract shall be for a period of one year, commencing no sooner than January 1, 2010, and ending no later than December 31, 2010. Subject to the availability of funds and at the sole discretion of MCDJFS (with the approval of the Board), a Contract may be renewed for up to one additional twelve (12) month period. Any such Contract renewal will be based on Contractor's performance as determined solely by MCDJFS.

A Contractor can claim payment only for services already provided and must submit invoices for payment at a minimum of once per month. Invoices must be submitted within fifteen (15) days of the last day of the month of service delivery (**for example, invoices for services delivered in the month of August must be presented to MCDJFS no later than September 15th.**) **Generally, reimbursement by MCDJFS is made within thirty (30) days of receipt of an accurate invoice reflecting actual expenses.** The funds designated for the Contract Period are subject to funding requirements and restrictions under the various funding allocations.

### 3.3 Confidentiality & Security

A Selected Bidder/Contractor who has access to confidential information will be required to keep that information confidential. The Selected Bidder/Contractor must agree to comply with all Federal and State laws applicable to MCDJFS and/or clients of MCDJFS concerning confidentiality of MCDJFS clients. Any use or disclosure of information concerning MCDJFS clients for any purpose not directly related to the administration of the Contract is prohibited. If a Contractor subcontracts, the subcontractor shall also be subject to the foregoing confidentiality requirements and shall be required to agree to said confidentiality requirements in writing whether under a contract with the Contractor or in a separate document.

### 3.4 Duplicate Billing

A Contractor shall warrant that claims made to MCDJFS for payment shall be the actual cost for authorized services rendered to eligible individuals and such claims shall not be made against other funding sources for the same services. Use of funds awarded through any contract with MCDJFS by the Contractor to supplant any other existing funding sources is strictly prohibited.

### 3.5 Additional Contract Information

- **Contractors will be subject to announced and unannounced monitoring by MCDJFS which is totally independent and distinct from the audit requirements described in Section 1.11, hereof. MCDJFS will also conduct a contract Risk Assessment in accordance with the Ohio Department of Job and Family Services ("ODJFS") procurement rules.**
- MCDJFS reimburses for services primarily on a cost reimbursement basis. All invoices for services must be submitted, at a minimum, monthly to MCDJFS (see Section 3.2, hereof). All amounts on the invoice are to be supported by documentation attached to the invoice. The Contractor must retain all documentation for actual expenses of those services for three (3) years or until the completion of an audit. There are no exceptions to this requirement.

- MCDJFS will only reimburse for the agreed upon rates and/or costs incurred under the terms of the Contract.
- Payment of invoices will be contingent upon the Contractor's use of mandated MCDJFS reporting mechanisms.
- Project deliverables must be clearly defined in the Contract and progress will be monitored throughout the duration of the Contract.
- Should future funding be available, the Contract may be renewed. Contract renewal will be based upon performance, compliance with all Contract terms, requirements of any future RFQ(s) and continued local need, as determined solely by MCDJFS.
- **MCDJFS reserves the right to extend and/or amend the Contract based on the Contractor's performance as determined solely by MCDJFS, contingent upon Board approval.**

## **Section 4. Requirements & Specifications for Services**

### **4.1 Background**

The purchase of transportation services shall be for Non-Emergency Medicaid eligible residents of Montgomery County. The specific objective of the purchased transportation services will be to transport eligible individuals as determined and approved by MCDJFS to a provider of medical services for the purpose of receiving medical care.

### **4.2 Project Overview**

MCDJFS seeks Vendors to provide medical transportation services for all clients determined eligible by MCDJFS.

Vendors shall provide curb to curb transportation services for eligible participants in Non-Emergency Medicaid.

### **4.3 Bidder Project Requirements**

Vendor(s) must:

- Demonstrate with precise detail that the service model has the capacity to respond to the projected volume, of customer service needs on a yearly basis.
- Provide a method for monitoring customer service.
- Use current technology to provide efficient and on-time service as described in Technology Requirement section below.
- Use current technology to track trip information in order to generate monthly reports, with client specific data and client signature, for billing and audit purposes.
- Supply MCDJFS with ride scheduling policies.
- Have in place a contingency plan to provide all clients transportation to and from their destinations approved by MCDJFS.

### **4.4 Project Deliverables and Work Schedule**

Vendor agrees to provide purchased services that include the following components:

- The service will be available 24 hours per day except during a state of emergency declared by governmental authority.
- The service will be available every day of the year without interruption except during a state of emergency declared by governmental authority.
- The service will be curb-to-curb which shall be defined as service to/from the closest reasonable point of vehicle access to the location of the eligible individuals. The Vendor's Vehicle Driver (Vehicle Driver) will provide personal assistance as necessary. Personal assistance is limited to assistance in moving to/from the entrance of the pickup site/approved destination, and/or assistance with eligible individuals' wheelchairs, walkers, crutches, etc. The Vehicle Driver will also assist the eligible individual with entering or exiting the vehicle as necessary, but is not required to lift the eligible individual.

- The eligible individual will be delivered to the medical facility or other approved destination on time for his/her appointment time barring severe weather and road conditions. In the event of severe weather and road conditions, an attempt will be made to pick up the eligible individual at an earlier time in order to arrive on time.
- Except in the case of severe weather and road conditions, the eligible individual shall not be picked up more than 15 minutes following the designated pick up time.
- The Vendor will ensure that the eligible individual does not ride in any transportation vehicle for more than (1) one hour traveling to/from the approved destination site within the Montgomery County area.
- Authorized non-eligible persons accompanying and/or escorting the eligible individual to/from the approved destination will be referred to as Personal Care Attendants (PCA) for which no additional charge will be made and must be approved by a MCDJFS staff.
- From time to time at the discretion of the Vendor and when in accordance with all other specifications of the agreement, eligible individuals may be transported in linked trip multiple-loading arrangements. Generally, trips are linked when economy can be realized; there is no negative impact on customer service; and savings are realized to the MCDJFS funded transportation programs.
- When known to the Vendor reasonable precautions will be taken to ensure that eligible individuals are not transported in the same vehicle with individuals whose medical conditions may be contagious.
- Vendor recognizes that some eligible individuals have exceptional situations, and must be transported according to their special needs as specified by MCDJFS and in accordance with all other specifications of the contract.
- Vendor agrees to transport substantially all eligible individuals in an automobile rather than a bus in order to minimize ride time and to provide a higher level of comfort and safety to the eligible individual.
- Vendor will have multiple vehicles on the street throughout the service area at all times in order to respond quickly to eligible individuals who must be transported to/from medical appointments because of extreme medical conditions.
- Vendor will continue to maintain and operate telephone lines for the purpose of receiving transportation requests non-stop, 24 hours a day, every day of the year.

#### **4.4 Pricing Quotes for Delivered Services**

Over 600 rides each week are considered “standing orders” for dialysis needs, or other on-going routine medical services. In order to simplify the billing/invoicing process, MCDJFS requires each vendor to establish a “flat-rate” fee for each of these riders, so that each month the rate for each of these rides will not fluctuate for each individual. The vendor can submit a list of standing orders, with each rider and their fare amount, listing how many times that order was fulfilled for the month. Any additions to that list should be highlighted to note the new rider and rate.

Further response to this RFQ must include pricing quotes for:

- A. Flag Drop – and when this occurs
- B. Each Additional Mile / Tenth mile
- C. Per hour/minute waiting charge (when authorized)
- D. Void charge – “no show”
- E. Minimum trip charge – and when this occurs

### **Section 5. Technical Requirements**

**Bidder(s) must demonstrate the ability to meet the following requirements:**

It is the desire of MCDJFS to establish a system of pricing with the vendor that is transferable electronically and that a mutually agreed upon spreadsheet or database is used to track the activity of all clients.

- Internet access with a minimum of 56K baud modem rate.
- The ability to import and export data from MCDJFS via various types of formats such as text files, and commonly used spreadsheet, word processing and database programs, or other formats as agreed upon by MCDJFS and Bidder.
- Have database backup capabilities of MCDJFS data and have a disaster recovery plan in the event that MCDJFS data is corrupted or destroyed by system failure or acts of nature.

- In the event Bidder(s) would desire to enter into any subcontract involving the direct delivery of sharing of MCDJFS data, written notification would be given and prior approval to any subcontract would be sought by Bidder(s) by MCDJFS.
- Have minimum version Internet Explorer 5.5 or higher.
- Must maintain current technology updates as required by MCDJFS in regard to Internet browser versions.
- Comply with MCDJFS requirements for providing a secure environment for MCDJFS data.
- Supply MCDJFS with reports or statistics for proposed project.
- Have properly working hardware and software to retrieve, import, and export MCDJFS data.

## **Section 6. Application Format**

### **6.1 Required Format Specifications**

Complete all sections of the application as instructed. Applications not meeting the following format specifications will have up to a maximum of five (5) points deducted.

- 8.5" x 11" plain white paper (No binders or coiled binders)
- A 12-point "Times New Roman" black font must be used.
- Pages are to be single sided.
- Lines must be single spaced.
- Must remain within the number of pages as instructed.
- Stapled once in the upper left hand corner

### **6.2 Collaboration Letters (Bid Opening Package)**

MCDJFS strongly encourages Bidders to demonstrate collaborations and service linkages that would assist in achieving the objectives stated in Section 4.2 of this RFQ.

Those collaborative relationships that are integral to the program design should be described in the Description of Training Program and Service Delivery section of the Training Description Packet.

**Please provide Letters of Support/Reference. Each Letter of Support must include:**

- Organization name
- Address
- Phone number and fax number
- Contact person
- Nature of relationship

**(MCDJFS, at its sole discretion, may elect to contact references during the review process. If references cannot be provided, explain why.)**

### **6.3 Personnel Qualifications (Bid Opening Package)**

**Please include the following information as it related to the training(s) contained in the proposal:**

- Table of Organization
- Resumes of key personnel who will be directly involved with the proposed training
- Professional licenses
- Alternate signing letter-this letter, on company letterhead, indicates any other staff member(s) who is/are permitted to contractually obligate the selected bidder.

### **6.4 Budget Narrative and Budget Form (Proposal Package)**

Bidders should present a sound approach to budgeting for the various aspects of program management and implementation.

#### **6.4 A. Budget Narrative (Proposal Package)**

Provide a description of revenues and expenses ("Budget Narrative"). The Budget Narrative must not exceed two (2) pages. Describe necessity and reasonableness of each budget line item. Statements

should be concise and clear and not simply a restatement of the information presented in the budget. The budget should be developed with advice and assistance of Bidder's fiscal officer (if applicable), or from an accounting professional knowledgeable in this type of programming and funding sources. Although there is no match requirement, provide a summary of other funding that Bidder receives and, specifically, reference funding that will contribute to overall funding for the proposed program.

#### **6.4 B. Budget Form**

Complete MCDJFS Program Budget Form. The budget will be evaluated in accordance with standard accounting principles, clear support of proposed program components and cost effectiveness.

#### **INSTRUCTIONS FOR COMPLETING THE CONTRACT BUDGET**

The Contract Budget is to include all of the financial information regarding the Bidder's program. This includes all funding for the program, both federal and non-federal, and all related expenses. It is important that consideration be given to all projected program expenditures in preparation of the Contract Budget. The Contract Budget not only serves as a basis for Bidder's funding and reimbursement for the program expenses, but also represents the amounts that will initially be considered as allowable program expenses. Any expenditures that are not included in the initial budget may require renegotiation of the budget prior to the expenditure being allowable for the program. Amounts approved on the budget do not indicate the amounts that will be reimbursed but are estimates of the possible reimbursement. All amounts invoiced to MCDJFS will be based on actual expenditures of funds and only those actual expenditures are reimbursable. Incentive payments, which will be paid upon verification of a qualified placement under both Short-Term Training Programs, will be paid outside the scope of the budget and therefore, should not be included in the total.

The budget is broken down into the major areas of expense. Behind the Contract Budget, and an integral part of the budget process, are the detailed expenses determining the overall budget. The Contract Budget amounts are calculated based on the detail presented on the Estimated Cost of Delivery of Purchased Services pages. It is very important that these estimates are adequately developed to ensure the Contract Budget includes the funding needed to provide all program requirements.

#### **Contract Budget Page**

The basic information for Bidder's program needs to be entered in the top box of the Contract Budget page. No other information is needed.

- Provider Information: The section referencing Bidder's name, address, phone, fax, and e-mail in the left column of the box **MUST BE LEFT BLANK**.
- Service Program: **MUST NOT REFERENCE THE NAME OF BIDDER**
- Contract Period – Date of execution through December 31, 2009, contract dates subject to change.

No additional information needs to be input on this page but once all of the Estimated Cost of Delivery of Purchased Services pages are completed, the Contract Budget should be reviewed for accuracy.

#### **Estimated Cost of Delivery of Purchased Services**

These details support Bidder's Contract Budget. These amounts are to be based on estimated expenditures to provide the program services outlined in the proposal. All related expenses required to provide these services need to be considered and included in these estimates. Reimbursement will be based on actual expenditures but are limited by the amounts included on these pages.

#### **STAFF COSTS (SECTION I):**

**EMPLOYEE SALARIES:** Include each position that will be directly charged to the program, the number of people in each position, and the position's annual salary. Indicate whether each position is filled or vacant (to be filled later). Filled positions should include the names of those employees filling them. Indicate the estimated total hours per week worked and hours to be worked on the proposed program. Indicate the number of months the position will be charged to the program if not a full year (for example a vacant position that will be filled for only 6 months of the program). Based on this input, the total annual salary for each position, percentage of time to the program and reimbursable salary will be calculated. Input the

percentage of the program that may be funded through this RFQ. For example if this proposal covers \$50,000 of a \$200,000 program, insert 25%.

**PAYROLL RELATED EXPENSES:** This section includes expenses related to payroll for the employees listed under employee salaries including all fringe benefits such as employer matching amounts, worker's compensation, retirement, insurance, etc. If a percentage is entered, the amount will be calculated based on the total reimbursable salaries from the Employee Salaries section. Amounts may also be entered directly into the "amount" column. If items are to be included that are not listed, these must be specified.

**NON-EMPLOYEE SALARIES:** This section covers any positions that will be directly charged to the program which are paid outside of the normal payroll system, including contract employees such as an outside accounting firm, teachers, or health care professionals that are paid on an hourly basis. Enter the same information in this section as entered for the Employee Salaries section above.

**ADMINISTRATIVE COSTS AND PROFESSIONAL FEES:** This section includes all personnel costs that have not been previously recorded. Examples include an accounting firm paid on a contractual monthly basis, audit costs, legal fees, and administrative charges allocated to the proposed program. Any allocated charges to the program are to be derived from an accurate, documented cost allocation plan.

**PROGRAM COSTS (SECTION II):  
TRAVEL & TRAINING**

**Travel Expenses:** Include any projected travel costs related to the service delivery of the proposed program. This may include field trips, home visits, meetings, employee travel expenses, and necessities for vehicles utilized for the program. Purchased transportation would include transportation for a fee such as taxi or bus fare.

**Agency Training Expenses:** Include expenses related to training of staff to provide the proposed services. This may include registration fees, lodging, meals, transportation fees, conference materials, etc. If the training will benefit multiple programs or funding sources, only the portion directly applicable to the proposal should be included.

**CONSUMABLE SUPPLIES:** Include any projected need for supplies to implement the proposed program including direct program supplies such as books and materials, and indirect supplies for managing the program such as office and cleaning supplies.

**OCCUPANCY COSTS:** Occupancy costs are to be based on three factors: (i)The square footage needed by the proposed program as a percentage of total facilities square footage; (ii) the annual rent or depreciation cost (if Bidder owns the building); and (iii) the percentage of the overall program funded through the proposal to MCDJFS. Bidder must provide square footage for the program and the building; either the annual cost of rent per square foot or the annual depreciation figures, and the percentage of program funding provided through this RFQ should the Bidder be awarded a contract. The charges to the Contract Budget will be calculated from these figures.

The expense for utilities and maintenance and repair should include the overall expenses which will then be prorated to the program based on building square footage and the portion of the proposed program to be funded through this RFQ. If there are specific utilities related only to the portion of the program Bidder proposes MCDJFS fund, list these separately and the amount chargeable to the Contract Budget will be calculated based on the percentage of the program for which the proposal is seeking funding.

**INSURANCE COSTS:** Include all non-vehicle insurance costs in this section and the percentage of these costs directly related to the proposed program.

**OTHER MISCELLANEOUS PROGRAM COSTS:** Include in this section any projected expenses that are not listed under any other area of the Contract Budget.

**EQUIPMENT COSTS (SECTION III):**

**EQUIPMENT SUBJECT TO DEPRECIATION:** This section includes all equipment utilized by the program that exceeds Bidder's fixed asset threshold or \$5,000, whichever is lower. For example, if Bidder's fixed asset threshold is \$500, any piece of equipment over \$500 is to be included here. However, if Bidder's threshold is \$7,500, all individual items over \$5,000 are to be included here. The equipment costs listed here will be reimbursed based on the annual usage associated with the proposed program's portion of the equipment's usage. Please list each item of equipment separately with the required information in Part A. In Part B, include the useful life as determined by Bidder's fixed asset policy and the percentage the equipment will be utilized by the proposed program. This percentage should take into consideration both the percentage of use by the program and the percentage of the program that may be funded through this RFQ. For example, if a vehicle is 50% to the program and your proposal includes 50% of program funding from another source, the percentage would be 25% (50% of 50%).

**SMALL EQUIPMENT PURCHASES:** This section includes all purchased equipment utilized by the program that was not included above. This equipment will be reimbursed as purchased based on the proposed program's percentage of the equipment's use. To calculate the percentage to the Contract Budget, take the percentage to the program times the percentage of proposed MCDJFS funding of the program as noted above.

**LEASED AND RENTED EQUIPMENT:** Include those items of equipment to be utilized by the program that are leased or rented. Once again, to calculate the percentage to the Contract Budget, take the percentage of the equipment's usage to the program times the percentage of the program that may be funded through this RFQ as noted above.

**EQUIPMENT REPAIR AND MAINTENANCE:** Include repairs and maintenance to equipment utilized by the program. Remember to calculate the percentage to the Contract Budget by taking the percentage to the program times the percentage of the proposed portion of MCDJFS funding of the program as noted above.

**TUITION CHARGES (SECTION IV) (TUITION BASED PROGRAMS ONLY):**

If the program is a tuition-based program, fill in the appropriate information for each type of program. "Total Program Units" will include all projected participants in the program. "Units Under Contract" will only include projected participants reimbursable by MCDJFS.

**UNIT RATE CHARGES (SECTION V) (APPROVED PROGRAMS ONLY):**

If the proposed program has been approved for unit rate charges, fill in the appropriate information for each type of service unit. "Total Program Units" will include all projected units in the program. "Units Under Contract" will only include projected units reimbursable by MCDJFS.

**INCOME PAGE:** On this page Bidder must disclose all projected funding for the organization.

**Part A:** Include all funds for the program for which Bidder is seeking funding. For example, if Bidder is proposing that MCDJFS fund \$50,000 of a \$200,000 program, there should be \$50,000 listed under MCDJFS and another \$150,000 in other funding categories. For each type of federal, state, or county funding, please specify the source and type of funding received.

**Part B:** Include all projected funding for Bidder's organization. Once again please specify each source and type of federal, state, or county funding Bidder plans to receive. Please be aware that many federal and state funds are passed through local governments and other organizations. Bidder may need to contact the granting agency to find out the true source of these funds.

**UNALLOWABLE COSTS:**

Use of federal funds for prohibited purposes will result in the loss or recovery of those funds. Funds may not be utilized for the following:

- Advancement of political or religious points of view, fund raising or lobbying.
- Distribution of factually incorrect or deceitful information.

- Consulting fees for salaried program personnel to perform activities related to the program.
- Bad debts of any kind.
- Lump sum indirect or administrative costs.
- Contributions to a contingency fund.
- Entertainment (for example paying for entertainment for management).
- Fines and penalties.
- Interest or other financial payments.
- Contributions made on behalf of program personnel.
- Costs to rent equipment or space owned by the funded agency.
- Inpatient services.
- The purchase or improvement of land.
- The purchase, construction, or permanent improvement of any building.
- Satisfying non-federal fund matching requirements to receive any federal funding.
- Contracts for compensation with advisory board members.

**A signed original and six (6) copies of the proposal along with the CD version shall be submitted to MCDJFS as specified in Section 2.5 of this RFQ.**

**Cover Page: Bidders must use Attachment 1 (cover page) as provided in this RFQ. Complete all sections of the Cover Page form. Bidder's authorized representative must sign the Cover Page of at least one of the submitted copies.**

**All Bidders must include each of the following sections. The maximum number of points that can be awarded for each section is provided (Section 2.7 – Rating Sheet). Total possible points = 150.**

## **Section 7. Attachments & Application Checklist**

### **7.1 Attachments:**

The documents listed below are to be completed in their entirety by the Bidder.

1. Attachment 1 -- RFQ Cover Page
2. Attachments 2 & 3 -- Ohio Homeland Security – Declaration of Material Assistance Form  
(Attachment 3) [Terrorist Exclusion List]
3. Attachment 4 -- Representations, Assurances and Certifications
4. Attachment 5 -- MCDJFS Budget Form
5. Attachment 6 – Request for Taxpayer Identification Form

### **7.2 Application Checklist:**

#### **Bid Opening Package**

- RFQ Cover Page (signed)
- Ohio Homeland Security – Declaration of Material Assistance Form
- Representations, Assurances and Certifications
- Collaboration Letters
- Personnel Qualifications (including Alternate Signing Letter, if applicable)
- Request for Taxpayer Identification Form

#### **Proposal Package**

- Proposal (1 Original and 6 Copies)
- Budget Narrative and Budget Form
- Microsoft Compatible CD-Rom (Proposal and Budget Narrative and Form)