



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036

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TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

23-0832

June 27, 2023

**ENTER INTO CONTRACT WITH VALLEY TRANSPORT, LLC FOR NON- EMERGENCY
TRANSPORTATION FOR WARREN COUNTY MEDICAID CONSUMERS**

WHEREAS, pursuant to Resolution #23-0759, adopted June 13, 2023, this Board authorized the initiation of negotiations with Valley Transport, LLC for non-emergency transportation services for Warren County Medicaid consumers relative to Warren County Department of Job and Family Services, Human Services Division; and

WHEREAS, all required documentation has been submitted by the vendor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Valley Transport, LLC, 4428 North Dixie Drive, Dayton, Ohio 45414 for non-emergency transportation services for Warren County Medicaid consumers for Warren County Department of Job and Family Services, Human Services Division beginning July 1, 2023 and terminating June 30, 2025. Year one is effective July 1, 2023 through June 30, 2024 for the amount of \$481,635.84; as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 27th day of June 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KP/

cc: c/a—Valley Transport, LLC
Human Services (file)



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TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

23-0759

June 13, 2023

AUTHORIZE THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION TO INITIATE CONTRACT NEGOTIATIONS FOR NON- EMERGENCY TRANSPORTATION FOR WARREN COUNTY MEDICAID CONSUMERS

WHEREAS, pursuant to Resolution #23-0510, adopted April 25, 2023, this Board issued a request for proposals non-emergency transportation services for Warren County Medicaid consumers for the Warren County Department of Job and Family Services, Human Services Division; and

WHEREAS, on or before May 22, 2023, the Warren County Department of Job and Family Services, Human Services Division received two (2) sealed proposals; and

WHEREAS, based on rankings by Arlene Byrd, Director, Department of Job and Family Services, Human Services Division requests authorization to begin negotiations with the top ranked vendor, Valley Transport, LLC; and

NOW THEREFORE BE IT RESOLVED, to authorize the Human Services Department to begin negotiations with Valley Transport, LLC for non-emergency transportation services for Warren County Medicaid consumers for Warren County Department of Job and Family Services, Human Services Division.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 13th day of June 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Human Services (file)
Bid file



Offered By
Warren County Job & Family Services
Division of Human Services
416 S. East Street
Lebanon, OH 45036
Arlene Byrd, Director

REQUEST FOR PROPOSALS

Potential Deliverer of Non-Emergency Transportation Services (NET)
for Warren County Medicaid Consumers

The Warren County Department of Job & Family Services (WCDJFS) is seeking proposals for vendors to provide contractual Non-Emergency Transportation (NET) Services to Warren County Medicaid consumers for the State Fiscal Year beginning July 1, 2023 and running through June 30, 2024.

The requirements are listed within this Request for Proposal. WCDJFS will accept proposals at 416 S. East Street, Lebanon, OH 45036 until Friday, May 22, 2023 until 4:00 PM. Late proposals will not be accepted.

Date Issued: May 2, 2023

Date Due: May 22, 2023

I. BACKGROUND & PURPOSE

Warren County Job & Family Services is a medium to large sized public agency serving the county in Public Assistance. There are currently over 23,000 Medicaid recipients in Warren County. In 2021, WCDJFS spent a total of \$314,000.00 on NET Transportation Services and in 2022 WCDJFS spent a total of \$345,000.00.

Non-Emergency Transportation (NET) is a statewide program that is administered by the County Department of Job and Family Services (CDJFS) in accordance with 5160: 15 of the Ohio Administrative Code. The program provides transportation to Medicaid-covered services for Medicaid recipients without other transportation resources. The program includes the scheduling, coordination, delivery, and tracking of transportation services to a diverse population including children, adults, disabled, and elderly participants. Transportation occurs both in-county and out-of-county.

WCDJFS is currently seeking proposals to provide Non-Emergency Transportation services on a contractual basis. In order to be considered as a potential service provider, a Proposal must be submitted, within the designated time frame that outlines program/service delivery and costs.

II. LIMITATIONS

This Request for Proposal does not commit WCDJFS to award a contract or to pay any cost incurred in the preparation of a Proposal. WCDJFS 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 Request for Proposals.

All Proposals submitted will remain the property of Warren County.

Warren County Board of County Commissioners on behalf of WCDJFS reserves the right to award contract transportation services to one (1) or multiple providers. The awarding of a contract or contracts does not guarantee a specific service level with one or several providers.

Contracts awarded shall be effective for two years. However, contracts may be amended or terminated during this period if there is a change in Federal, State, or Agency regulations that apply to the contract; a reduction of Federal, State, or local funds; unsatisfactory performance by the Provider as determined by WCDJFS; or upon thirty (30) days written notice by either party. In addition, we reserve the right to renew the contract for two (2) additional years upon mutual agreement of both parties following review of the previous year's contract performance. Renewal agreement(s) for each additional year will be required.

III. FACTORS & CRITERIA

A successful applicant(s) will demonstrate the following;

- Compliance with this entire RFP packet/process and submission of a complete proposal;
- 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 drivers' CDL, CPR and First Aid Training;
- Specialized vehicles for provisions of transportation of persons with special needs;
- Experience in customer service with special needs populations;
- Past record of performance-based references from previous and current contracts;
- Submission of cost variables based on a per unit cost of one-way trip rates;
- Criminal background checks on each direct-service employee and applicant;
- Sufficient cash to conduct business on a cost-reimbursable basis with invoices fully processed typically within 60 days of receipt.

IV. SCOPE OF WORK

Successful proposers will provide effective customer service for the provision of in-county and out-of-county transportation to Medicaid-covered services for Medicaid recipients, including persons with special needs. Contracted entities will respond to requests for transportation in a timely to reasonably accommodate customers scheduled medical appointments with advanced notice. Contracted entities will complete eligibility through the MITS System, coordinate, provide, and track transportation services to customers. 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 service.

V. FUNDING

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

VI. 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 population specified. Proposals targeting a specific segment of the target population or proposals providing services on a small scale are also welcomed.

VII. REQUEST FOR PORPOSAL (RFP) PROCESS

All proposals which conform to these instructions will be reviewed. This process does not commit WCDJFS to award a contract or to pay for the costs incurred in the preparation of the RFP, or to otherwise procure services. WCDJFS reserves the right to accept or reject any or all proposals in full or in part. WCDJFS reserves the right to reject any proposal in which the proposer takes exception to the terms and conditions of the request for proposal; fails to meet the terms and conditions of the RFP, including but not limited to the standards, specifications, and requirements specified in the request for proposals; or submits prices that WCDJFS considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority.

Warren County Job and Family Services
Request for Proposals (RFP) SFY's 2023-2024
Non-Emergency Transportation Services (NET)

Proposals will be reviewed for accuracy, consistency, and completeness. WCDJFS may request additional information to aid in review and selection. All requested amounts are subject to negotiation based upon final approval by WCDJFS and the Board of Warren County Commissioners.

Proposers should read the entire contents of the 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
 - a. Cover letter (and any attachments) to address in detail
 - b. Organizational capacity and history of performance
 - c. Proof of liability coverage
 - d. Staff qualifications
 - e. Applicable references
- B. Organization Information Sheet (attached)
- C. Vendor Conditions/Requirements (attached)
- D. Management Assurances (attached)
- E. Certification Regarding Debarment and Suspension (attached)
- F. Vendor Code of Conduct (attached)
- G. Budget Information Summary (attached) and any budget attachments
- H. Copy of most recent audit
 - a. Vendors must demonstrate financial stability. Financial stability will be demonstrated by providing a copy of the most recently completed audit.

Please submit 1 original proposal along with 2 copies. Proposals are to be hard-copy (no e-mails). Proposals must be received by the deadline date (May 22, 2023 at 4:00 PM) at the Warren County Job and Family Services at 416 S. East Street, Lebanon, OH 45036. Postmarks will not be considered equivalent to "received". The agency is open Monday-Friday, 7:00 AM- 4:00 PM, except holidays.

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 WCDJFS management (see Evaluation Process). Selection should be made within 4 weeks after the RFP deadline. The project will be awarded to the proposal(s) which, in the discretion of the WCDJFS 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 WCDJFS 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 WCDJFS, the Board of County Commissioners, and the Warren County Auditor before payment is made. Claims made to the WCDJFS for reimbursement shall not duplicate claims made by the contractor to other sources of public funds for the same service.

The WCDJFS reserves the right to renew contracts awarded through this RFP for one or two additional years. The WCDJFS 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 James.Ryan@jfs.ohio.gov. All answers will be shared with all proposers

VIII. PROPOSAL 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 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)

IX. TERMS & 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

All contracts will contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances in which contractors violate or breach contract terms. All contracts will provide for remedial actions such as sanctions and penalties. The contractor must agree 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 Department to 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 to the Department the full amount of payment received for services not covered by the contract. The contractor must agree to reimburse to the Department the full amount of payment received for duplicate billing, erroneous billing, deception claims, or falsification.

Delinquent Personal or Property Taxes

Prior to entering into a contract, the proposer/potential contractor shall submit a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and

unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted. A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

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.

Non-Discrimination/Equal Employment Opportunity

All proposers/potential contractors must assure that policies and practices meet state and federal guidelines regarding EEO and provide for fair and reasonable employment practices and that the contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, political affiliation, belief, disability, or genetic information. All contractors will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60. No person with responsibility in the operation of a program of the WCDJFS will discriminate with respect to any program participant or any application for participation in such program because of race, religion, color, national origin, sex, political affiliation, belief, disability, 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.

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.

Ethics and Conflict of Interest

No contractor, individual, company, or organization seeking a contract with WCDJFS will promise or give to any agency officer, employee, or agency 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 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 WCDJFS will refrain from activities which could result in violations of this rule.

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 WCDJFS 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

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WCDJFS 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.

Insurance

All contracts shall require the vendor to furnish to the Board of Warren 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.

Records Access

The Warren County Department of Job & Family Services, ODJFS, the federal Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audits, examinations, excerpts, and transcriptions.

Records Retention

Financial, programmatic, statistical, recipient records, and supporting documents must be retained for a minimum of five years after the ODJFS acceptance of the final closeout expenditure report, 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

WCDJFS may terminate the contract when it is determined by the WCDJFS to be in its best interest, by giving at least 30 days advance notice in writing to the contractor. The contractor may terminate the contract at any time by giving at least 30 days advance notice in writing to the WCDJFS. The contractor shall be entitled to receive just and equitable compensation for any services satisfactorily performed through the date of termination.

Miscellaneous

All contractors are required to provide Workers Compensation or other insurance coverage for injuries which may be suffered by participants. All contractors must comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 330 as supplemented by Department of Labor regulations 29 CFR Part 5). All contractors must assure that appropriate standards for health and safety in work and training situations will be maintained. All contractors must comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations 29 CFR Part 3. All contractors must comply with the Clean Water Act/Clean Air Act and environmental protection agency regulations and the Energy Policy and Conservation Act. All contractors are bound by the disclosure rules for the Ohio Department of Job & Family Services. Disclosure of information in a manner not authorized by the

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rules is a breach of the contract. All contracts must be in material compliance with all Federal, State, and Local licensing laws and regulations promulgated pursuant thereto.

ORGANIZATIONAL INFORMATION SHEET

Proposer 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:

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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 CONDITIONS/REQUIREMENTS

In submitting this proposal, the vendor agrees to the following conditions and 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 WCDJFS 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 WCDJFS management.
 - e) All contracts for services must be approved by the Board of County Commissioners for final approval.
 - f) When determined in the best interest of WCDJFS, contracts will be awarded to proposers whose proposal is most advantageous to WCDJFS. 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 WCDJFS 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. WCDJFS 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. WCDJFS 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 WCDJFS 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. Any printed or media material related to services under this agreement shall recognize the WCDJFS as the funding source and shall be cleared with WCDJFS prior to release.

VENDOR CONDITIONS/REQUIREMENTS

6. Any expenditures or services which exceed the amount agreed upon are the vendor's sole responsibility and shall not entitle the vendor to additional payments or benefits under the contract.
7. If expenditures or services are determined disallowed after payment has occurred, the vendor shall repay the amount of the disallowance within 30 calendar days from the date of notice, or on a written alternative schedule determined by the WCDJFS. If the vendor violates or permits violation of contract terms or conditions, the vendor shall repay to the WCDJFS the amount of funds directly related to the violation. Any audit findings/exceptions for disallowed costs as a result of any internal or external audit shall be the financial responsibility of the vendor.
8. The vendor shall include a copy of the most recently completed audit with this RFP.

Authorized Representative's Signature

Date

MANAGEMENT ASSURANCES

The WCDJFS 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 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 EEO and provide for fair and reasonable employment practices.
4. Assurance that no person with the responsibility in the operation of the program will discriminate with respect to any participant or applicant because of race, creed, color, national origin, sex, political affiliation, age, belief, disability, or 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 WCDJFS may not be held responsible for payment of funds if some of those same funds have not been received by the State.
8. All reports, brochures, literature, and pamphlets developed through this contract will acknowledge WCDJFS and its role as the funding source.
9. Assurance that the vendor recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed cost.
10. Assurance that the vendor will provide Worker's Compensation for injuries which may be suffered by participants.
11. Assurance that the vendor has sufficient income from non-NET sources or an agency cash reserve to provide a minimum of 60 days cash flow, as this is a cost-reimbursement vendor contract.
12. Assurance that the vendor has read the Terms and Conditions in this RFP and agrees to comply with them in their entirety.

MANAGEMENT ASSURANCES

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, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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 WCDJFS 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 WCDJFS 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 WCDJFS will refrain from activities which could result in violations of this rule.

All WCDJFS 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, all provisions in 2 C.F.R. 200.318, 2 C.F.R. 400.2(b), 29 C.F.R. 97.36(b)(3), 45 C.F.R. 75.327(c), or Chapter 102 and Sections 187.01, 2921.42, and 2921.43 of the Revised Code and to refrain from conflicts of interest, whether direct or indirect.

All contracts of the WCDJFS 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 WCDJFS 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 WCDJFS 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: _____

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 \$ _____

TRANSPORTATION BUDGET INFORMATION SUMMARY*

3. Direct Service Training \$ _____
4. Fuel Costs \$ _____
5. Fleet Maintenance Costs \$ _____
6. Vehicle Insurance \$ _____
7. Other _____ \$ _____

Total Direct Services Costs \$ _____

TOTAL TRANSPORTATION BUDGET: \$ _____
Total annual one-way trips: _____

AFFIDAVIT IN COMPLIANCE WITH SECTION 5719.042 OF THE OHIO REVISED CODE

STATE OF _____ }
COUNTY OF _____ } SS:

Personally appeared before me the undersigned, an offer or of a competitive sealed proposal by _____, for the Non-Emergency Transportation Services (NET) Contract with Warren County, Ohio, (Name of Firm)

who, being duly cautioned and sworn makes the following statement with respect to the personal property taxes on the general tax list of personal property of Warren County, Ohio:

- 1. That the undersigned at the time of making this bid on the aforementioned contract was not charged with any delinquent personal property taxes on the general tax list of personal property of Warren County.
2. That this statement is made in compliance with Section 5719.042 to be incorporated into the contract between the parties as provided in that section of the Ohio Revised Code.

Signature

Title

Subscribed and sworn before me this _____ day of _____, 2023.

Notary Public

My commission expires _____

CIVIL RIGHTS COMPLIANCE CERTIFICATE

Vendor agrees that in the performance of the agreement to provide Non-Emergency Transportation Services (NET) for Warren County, Ohio, there shall be no discrimination against an employee because of race, color, sex, religion, national origin, or any other factor as specified in the Civil Rights Act of 1964 and subsequent amendments.

Name of Company

Signature of Representative of Vendor

Date

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know this signature, and his signature thereto is genuine, and that said bond was duly signed, sealed and attested to for and in behalf of said corporation by authority of its governing body.

Signature

(Corporate Seal)

Title

AFFIDAVIT OF NON COLLUSION

STATE OF _____
COUNTY OF _____

I, _____, holding the title and position of _____ at the firm _____, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, **INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.**

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, **INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.**

No companies, clients or contractors, **INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS** have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, **INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS** have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, **INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS**, and will not be disclosed until the formal bid/proposal opening date.

AFFIANT

Subscribed and sworn to before me this _____ day of _____ 20 _____

(Notary Public),

_____ County.

My commission expires _____ 20 _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ }
 COUNTY OF _____ } SS:

_____, being first duly sworn, deposes and says that:
(Name)

1. He/she is _____ of _____, the Offeror that has submitted
(Owner, Partner, Officer, Representative, Agent) (Name of Firm)
 the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted, or to refrain from making a proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Offeror, firm, or person to fix the price or prices in the attached Proposal, or of any other Offeror, or to fix any overhead, profit, or cost element of the Proposal price or Proposal price of any other Offeror, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the Board of County Commissioners of Warren County, Ohio or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this Affidavit.

 Signature

 Title

Subscribed and sworn before me this _____ day of _____, 2022.

 Notary Public

My commission expires _____



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO
406 Justice Drive, Lebanon, Ohio 45036
www.co.warren.oh.us
commissioners@co.warren.oh.us

Telephone (513) 695-1250
Facsimile (513) 695-2054

TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

PUBLIC NOTICE:
REQUEST FOR PROPOSALS

**NON- EMERGENCY TRANSPORTATION SERVICES (NET) FOR WARREN
COUNTY MEDICAID CONSUMERS**

Sealed proposals will be received by the Warren County Department of Job and Family Services, Human Services Division, 416 South East Street, Lebanon, Ohio 45036, until 4:00 p.m. on Friday, May 22, 2023, for Non- Emergency Transportation Services (NET) for Warren County Medicaid Consumers for the State Fiscal Year beginning July 1, 2023 and running through June 30, 2024.

Proposal documents are available online at the Warren County Board of Commissioners Website: www.co.warren.oh.us/Commissioners/Bids/Default.aspx Questions regarding the proposal documents and technical specifications should be directed to James Ryan via email at James.ryan@jfs.ohio.gov. Each proposal shall contain the full name of each person or company submitting the proposal and be accompanied by a bid bond for the full amount of the proposal or a certified check in the amount equal to five percent (5%) of the proposal.

Please be aware that if you are downloading this document to submit a proposal for this project, addendums to the scope may be issued prior to the bid date. To stay updated on any change, please email James.ryan@jfs.ohio.gov with your contact information to notified of any changes to this RFP.

The Warren County Board of Commissioners reserves the right to accept the lowest and best proposal, to reject all proposals, and to waive any irregularities in proposals.

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.

Tina Osborne – Clerk