

**Non-Emergency Demand-Response Transportation**

Issued: 8/29/2024

Union County Human Services

940 London Avenue, Suite 1800

Marysville, Ohio 43440

937-644-1010

**Deadline for proposal submission is 9/30/2024.**

Requests to extend deadline will not be granted.

Union County Human Services (UCHS) is seeking proposals for vendors to provide alternative transportation to Medicaid covered appointments (Non-Emergency Medical Transportation/NET), activities/services outline on Protective Service case plans, Employment and Training, and other Programs. These services would be delivered through a contract with the selected provider(s) once the individual was determined to be eligible. The contract period is January 1, 2025, through December 31, 2025.

The requirements are listed below. UCHS will accept proposals via mail, email, fax, or in-person until 4:30 P.M. EST on SEPTEMBER 30, 2024. **Late proposals will not be accepted.**

## **I. Background and Purpose**

Union County Human Services (UCHS) is a small/medium-sized public agency serving the county in Public Assistance, Child Support, Children Services, Adult Protective Services, Ohio Means Jobs, and Senior Services with a wide span of programs and services.

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

All eligibility is determined by UCHS, and payment is provided only for documented, eligible completed trips for eligible clients. Services provided to clients are cost-reimbursable based on prior approval by UCHS for eligible individuals within the scope of allowable trips. Invoicing can only be submitted for direct miles driven and with client in the vehicle. There will be no reimbursements for no-shows, cancellations, or miles driven for indirect route or without approved client on board. **Reimbursement is only for loaded direct miles driven.**

The purpose of this proposal is for the provision of NET Medicaid transportation services to eligible Medicaid recipients, as well as other UCHS program participants. Proposals must provide a clear detailed description of how the services will be provided, including scheduling, coordination, delivery, tracking, collaboration, and appropriate billing.

## **II. Scope of Work**

Successful proposers will provide effective, high-quality customer service for the provision of in-county and out-of-county transportation to Medicaid-covered appointments for Medicaid recipients, including specialized populations and persons with special needs, as well as non-Medicaid, program-related transportation needs for other UCHS clients. Contracted entities will respond to request for transportation in a timely manner to reasonably accommodate clients' scheduled appointments with

advanced notice. Contracted entities will schedule, coordinate, provide, and track transportation services to clients once UCHS has communicated eligibility to the contactor. The contractor will submit invoices, and all required documentation, for approved activity monthly. Detailed records must be maintained with client confidentiality to document and verify the provision of services. Services are monitored for quality assurance.

### **III. Funding**

Funding for this program comes from the Ohio Department of Job & Family Services to UCHS, and all program costs are reimbursed through cost-reimbursement contract invoices. UCHS reserves the right to modify the resulting agreement(s) according to federal/state requirements if Grant funding is changed during the contract period.

### **IV. Eligible Service Providers**

Public, private non-profit, and private for-profit entities are eligible to submit proposals. Service providers must have a proven track record in providing transportation services and experience in working with the target populations specified. Documentation may be requested.

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

### **V. Factors and Criteria**

The successful applicant(s) will demonstrate the following:

- Compliance with this entire RFP packet/process and submission of a complete proposal package per section VI of this RFP;
- Demonstrated ability to coordinate and deliver services in a timely manner;
- State-required limits of liability insurance (\$2,000,000 or more)
- Possession of a fleet of vehicles adequate to handle the demand of eligible clients, and liability coverage for such vehicles and usage;
- Certification of any required/optional training (Drivers' CDL, CPR and First Aid);
- Certification of criminal background checks for direct-service employees;
- Experience in customer service with special needs populations;
- Past records of performance based on references from previous and current contracts (waived if current UCHS contracted transportation provider);
- Submission of rate sheet and holiday/closure schedule

### **VI. Request for Proposal (RFP) Process**

All proposals which conform to these instructions will be reviewed. This process does not commit UCHS to award a contract or to pay for costs incurred in the preparation of the RFP, or to otherwise procure services. UCHS reserves the right to accept or reject any or all proposals received. UCHS 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 to but not limited to the standards, specifications, and requirements specified in the request for proposals; or submits prices that UCHS considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority. All requested amounts are subject to final approval by UCHS and the Union County Board of Commissioners.

Proposals will be reviewed for accuracy, consistency, and completeness. UCHS may request additional information to aid in review and selection. UCHS reserves the right to waive all informalities and minor irregularities in bids received. All RFPs are contingent upon, among other things, availability of funds. Providers are advised that most documents, including RFPs and proposals received that are in the possession of the UCHS are considered public records and subject to disclosure under the Federal and State public record laws.

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

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

- A. Organizational Information Sheet – Attachment A
- B. Checklist for Submitting Proposals – Attachment B
- C. Vendor Requirements – Attachment C
- D. Management Assurances – Attachment D
- E. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Attachment E
- F. Vendor Code of Conduct – Attachment F
- G. Proof of liability coverage
- H. Certificate of Coverage under Ohio Worker's Compensation program
- I. Signed W-9 – available on IRS website
- J. Program Narrative
  - a. Organization description, including year established and year(s) providing transportation service
    - i. References, bank letter, and proof of service, if operational less than one year at time of RFP submission
  - b. Staff qualifications – do not include driver's license copies or background checks. These will be requested upon contract award
  - c. Description/discussion of experience with transporting clients in the target population
  - d. Narrative on how organization will meet all requirements listed in this RFP
  - e. Rate/price sheet listing all rates and other charges, if applicable
  - f. Holiday/closure schedule for 2025
  - g. List of vehicles and identify which vehicles, if any, are accessible to non-ambulatory riders, and if those vehicles are able to tie down riders using wheelchairs or loading wheelchairs separately
  - h. Assurance that vendor staff have successfully passed a BCI and FBI background check
  - i. List of all owners and their percentage of ownership, if applicable

Proposals may be mailed, faxed, dropped off in-person or emailed. All proposals must be received on or before 4:30 PM EST, September 30, 2024 at:

Union County Human Services  
Attn: Julia Gibson/Transportation RFP  
940 London Avenue, Suite 1800  
Marysville, Ohio 43040  
Fax: (937) 644-8700  
Email: [Union\\_Accts\\_Recv@jfs.ohio.gov](mailto:Union_Accts_Recv@jfs.ohio.gov)

Any proposals that are not received by the abovementioned time and date may not be considered. The entity submitting a proposal assumes full responsibility for the selection of method delivery for the proposal package.

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 and approval by the Union County Board of Commissioners.

Each proposal will be reviewed and evaluated by UCHS management (see evaluation process in section VII). Selection should be made within approximately 4 weeks after the RFP deadline. The project will be awarded to one or more proposals which, in the judgment of UCHS and the Union County Board of Commissioners, are the most advantageous to the county, taking into consideration the evaluation factors and criteria set forth in the request for proposals. .

All 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 UCHS, the Union County Board of Commissioners, and the Union County Auditor before payment is made. Claims made to UCHS for reimbursement shall not duplicate claims made by the contractor to other sources of public funds for the same service.

Each provider awarded a contract and/or contracts shall be subject to applicable audits of the contracted services as described in the Federal Office of Management and Budget (OMB) Super-circular (2015). Provider will be responsible for any audit findings and fines associated with the delivery of this contract.

UCHS reserves the right to amend, modify, or terminate contracts resulting from this RFP.

Questions regarding the Request for Proposal process should be directed by email to [union\\_accts\\_recv@jfs.ohio.gov](mailto:union_accts_recv@jfs.ohio.gov). All answers will be made available on the Union County website located at <https://www.unioncountyohio.gov/UCHSRFPFAQ>.

## **VII. Evaluation Process**

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

- A. The best and most successful delivery of services, including ability to provide coordinated services and organization 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 (50 points)

## **VIII. Terms and Conditions**

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

### Administrative Remedies for Violations

Upon violation or breach of any contract provision, UCHS may exercise one or more administrative, contractual, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and UCHS retains the right to exercise all remedies hereinabove mentioned. The contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate State or Federal audits directly related to the provisions of the contract. The contractor must agree to reimburse UCHS the full amount of payment received for duplicate billing, erroneous billing, deception claims, or falsification. UCHS reserves the right to adjust invoices for mathematical errors, incorrect rates, or non-covered services.

### Assignment and Subcontracting

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

### Certification of Debarment, Suspension, Ineligibility & Voluntary Exclusion

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

## Confidentiality

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

- All UCHS information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by the contractor. Where there is a question as to whether information is public or private, UCHS will make the final determination.
- All contractor information which contractor designates as proprietary or confidential will be held in confidence by UCHS. If UCHS believes that any documents or materials designated confidential or proprietary, in whole or in part, is subject to production in response to a request made under Ohio Public Records laws or regulations, a discovery request or subpoena, or any other court order or legal process, UCHS agrees to notify Contractor of such a request at least three (3) business days before producing any such record. For purposes of this provision only, the parties agree that notice given by facsimile will satisfy the notice requirement of the paragraph, provided that UCHI simultaneously gives Notice as otherwise provided in the Agreement. Contractor may, at its sole cost and expense, choose to object to any such production of such records and to pursue any and all remedies available to it, whether in law or in equity, to protect its confidential or proprietary interests in the records. Without regard to any other provision of this Agreement, Contractor shall indemnify and hold UCHS harmless from any and all liabilities, claims, damages, awards, costs, and/or expenses, including attorney's fees, whether its own or those of the party requesting the records if awarded by a court or included in any settlement of a dispute over records production.

The contractor is responsible for notifying UCHS of the nature of the information prior to its release to UCHS. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of the contractor to proceed against UCHS for violation of the contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy.

The contractor must agree that it will not use any information, systems, data, or records UCHS provides for any purpose other than to fulfill the contractual duties. The contractor must agree to be bound by the same standards of confidentiality that apply to the employees of UCHS, Union County, Ohio Department of Job and Family Services, Ohio Department of Medicaid, and the State of Ohio, and such terms must be included in any subcontracts executed by the contractor for work under the contract. The contractor must agree that any data made available to contractor by UCHS shall be returned to UCHS not later than 90 days following termination of the contract and shall certify that no copies of source data were retained by the contractor. The contractor must agree to current and ongoing compliance with 42 USC Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

## Ethics and Conflict of Interest

The contractor must agree that it will not promise or give to any agency officer, employee, or agent anything of value, including employment or promise of employment within the scope of his or her job duties. The contractor will not ask an officer, employee, or agent of the agency to violate any requirements of the Union County code of standards of conduct requirements and will refrain from activities which could result in violations of this requirement. The contractor must agree that it will refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 2921.42 or 2921.43, Revised Code, and will refrain from conflicts of interest, whether direct or indirect. The contractor must certify that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2921.42, and 2921.43 of the Revised Code and the portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws. All proposers, as a part of the RFP process, must declare compliance with this code of conduct and must disclose and describe any potential direct or indirect conflict of interest, including family or business relationships with any UCHS 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 UCHS employees in connection with the awarding of any contract. Potential contractors who attempt to improperly influence the process will be disqualified. The attached Vendor Code of Conduct must be signed by all proposers.

#### Findings for Recovery from Auditor of State

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

#### Independent Contractor

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



the contractor must immediately notify UCHS of the disqualification and immediately cease performance under the contract.

### Insurance

All contracts shall require the vendor to furnish to UCHS a Certificate of Insurance listing Union County Board of Commissioners as an additional insured policy holder. The Certificate of Insurance 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. The additional insured statement should read:

Union County Board of Commissioners  
233 West 6<sup>th</sup> Street  
Marysville, Ohio 43040

All contracts shall require a copy of the endorsement or base policy depicting what is covered under the additional insured coverage.

### Non-Discrimination/Equal Employment Opportunity

The contractor will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60). No person with responsibility in the operation of a program of the UCHS will discriminate with respect to any program participant or applicant for participation in such program because of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, political affiliation, or genetic information. In addition, reasonable accommodations must be provided in compliance with the Americans with Disabilities Act. Any contractor found to be out of compliance may be subject to investigation by the Office of Civil Rights and termination of the contract. Specifically, the contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, political affiliation, or genetic information and will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to such. Such action shall include, but is not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor will incorporate the foregoing requirements in all of their contracts for any of the work prescribed in this RFP and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work. In addition, the contractor must agree to post in conspicuous places, available to employees and applicants for employment, notices stating that the contractor complies with all applicable federal and state nondiscrimination laws. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex (including pregnancy, gender identity, and

sexual orientation), national origin, age, disability, political affiliation, or genetic information. The contractor will incorporate the foregoing requirements in all of its contracts for any of the work prescribed in this RFP and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work. The contractor must certify that they are an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations.

#### Program Integrity Provisions

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

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

#### Records Access and Retention

All books, documents, papers, and records which are directly pertinent to this contract, including supporting documentation for invoices submitted to the UCHS by the contractor, shall be made available by contractor for audit to the UCHS, the state of Ohio (including, but not limited to, the Ohio Department of Job and Family Services, the Ohio Department of Medicaid, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government (including, but not limited to, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives) for the purpose of making audit, examination, excerpts, and transcriptions. Financial, programmatic, statistical, and recipient records and supporting documents must be retained for a minimum of five years after the submittal of the final expenditure report for the grant or as otherwise provided by any minimum retention requirements

specified by applicable state or federal law. If any litigation, claim, negotiation, audit, or other action involving the records has started before the expiration of the five-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular five-year period, whichever is later.

#### Termination Provisions

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

#### Miscellaneous

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

- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 C.F.R. part 3);
- Davis-Bacon Act as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5);
- Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 C.F.R. part 5);
- "Rights to Inventions" clause 37 C.F.R. part 4001 pertaining to patent rights with respect to and discovery or invention which arises or is developed in the course of or under such contract;
- All applicable standards, orders, or requirements issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
- Contractor has not and will not use federal funds to pay for any lobbying activities as defined in the Byrd Anti-lobbying Amendment (31 U.S.C. 1352).

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

**Attachment A**

Organizational Information Sheet

Organization Information

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Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_ Type:  Individual/Sole Proprietor  Corporation  
 Limited Liability Corporation (LLC)

Number of years in operation: \_\_\_\_\_  Partnership

Contract Signatory

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Service Coordinator

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Fiscal/Billing Contact

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I am authorized to commit the above organization to comply with these the conditions in this RFP. Further, I have read, understood, agreed to, and am authorized to commit the above organization to provide the service(s) set forth in this document for which we are submitting a proposal.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment B**

Checklist

	Organizational information sheet (Attachment A)
	Checklist for submitting proposals (Attachment B)
	Vendor requirements (Attachment C)
	Management assurances (Attachment D)
	Certification regarding debarment, suspension, ineligibility, and voluntary exclusion (attachment E)
	Vendor code of conduct (Attachment F)
	Proof of liability coverage
	Worker’s Compensation certificate
	Signed W-9
	Program Narrative <ul style="list-style-type: none"> <li>• Organization description and history</li> <li>• Staff qualifications</li> <li>• Experience transporting clients</li> <li>• Narrative on meeting RFP requirements</li> <li>• Rate sheet/Price sheet</li> <li>• Holiday/closure schedule for 2025</li> <li>• List of vehicles and accessibility options if any</li> <li>• Assurance staff have successful background checks</li> <li>• List of owners and percentage of ownership, if applicable</li> </ul>

Attachment C

Vendor Requirements

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

1. Proposers are to follow the guidelines contained in this document when preparing their response to the proposal.
2. All proposals submitted will be subject to the following procedures:
  - a. Proposals that fully comply with the RFP will be reviewed by UCHS 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 UCHS management.
  - e. All contracts for services must be approved by the Union County Board of Commissioners for final approval.
  - f. When determined in the best interest of UCHS, contracts will be awarded to proposers whose proposal is most advantageous to UCHS. 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 UCHS 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. UCHS 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. UCHS 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 UCHS considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority. Funding levels are subject to change. Each proposal will be reviewed with respect to price, administrative program capabilities, and conformance to the RFP criteria.
4. The contents of proposals submitted by successful proposers will become part of the awarded contract, and funding will be contingent upon their agreement to the provisions included herein and the formal contract.
5. The vendor agrees that it will comply with all terms and conditions outlined in Section VIII (Terms and Conditions) of this RFP.

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Authorized Representative's Signature

---

Date

**Attachment D**

**Management Assurances**

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

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

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

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Authorized Representative's Signature

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Date



**Attachment E**

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The vendor certifies the following:

1. The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, or otherwise ineligible or excluded from participation in federal assistance programs under executive orders 12549 and 12689, "Debarment and Suspension", and other applicable regulations and statutes, including 2 C.F.R. parts 180, 200, and 417, 29 C.F.R. part 98, and 45 C.F.R. part 75.
2. The prospective vendor certifies that neither it nor its principals have a finding for recovery issued by the Auditor of State on and after January 1, 2001, if the finding for recovery is unresolved.

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Authorized Representative's Signature

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Date

**Attachment F**

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

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

All contracts of the UCHS 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 UCHS 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 UCHS 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

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Authorized Representative's Signature

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Date