

**Lucas County Department of Job & Family Services
By the Authority of the
Lucas County Board of Commissioners**

**REQUEST FOR QUALIFICATIONS
(48-15-RFQ-01)**

**For the selection of
Non-Emergency Medicaid and Title XX
Transportation Services**

Federal Fiscal Year 2015

Issued by:

**Lucas County Department of Job & Family Services
3210 Monroe Street, P.O. Box 10007
Toledo, Ohio 43699-0007**

Release Date: July 17, 2014

Mission Statement

“We assist Lucas County families and individuals to achieve their highest level of stability and independence. Respecting the dignity of our clients, we provide effective career development opportunities and individualized services in cooperation with our community partners.”

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Section 1. General Information

This is a Request for Qualifications (“RFQ”) under Section 307 of the Ohio Revised Code (“ORC”) and Sections 5101:9-4-07 and 5101:9-4-07.01 of the Ohio Administrative Code. Lucas County Department of Job & Family Services, through the Lucas County Board of Commissioners, is seeking Bids outlining qualifications to provide Non-Emergency Medicaid and Title XX Transportation Services for eligible LCDJFS clients.

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 LCDJFS refusing to accept a Bidder’s Bid.

LCDJFS will only consider Bids from individuals and entities that demonstrate their capability of providing the services described in this RFQ.

1.1 Definitions

The following terms, when capitalized, shall have the following specific meanings:

Bid. An offer to perform a Contract to do the work and tasks described under this RFQ which is submitted in accordance with the terms and conditions described in this RFQ by a Bidder.

Bidder. An individual or entity that may submit, or has submitted, a Bid, as the context may require.

Board. The Board of Lucas County (Ohio) Commissioners.

Contract. A written agreement negotiated and finalized between LCDJFS and a Selected Bidder, and approved by the Board, relating to the performance of work and tasks described in this RFP.

Contractor. A Selected Bidder who has signed a Contract with LCDJFS.

LCDJFS. The Lucas County (Ohio) Department of Job and Family Services.

ODJFS. The Ohio Department of Job and Family Services.

OAC. The Ohio Administrative Code as in effect on the Release Date of this RFQ and as may be amended or changed thereafter.

ORC. The Ohio Revised Code as in effect on the Release Date of this RFQ and as may be amended or changed thereafter.

Q & A. Questions and Answers.

Q & A Document. Clarifying questions conforming to the requirements of Section 1.4, herein, asked via email to LCDJFS and LCDJFS’ responses to them as posted on the Lucas County web site for reference by all potential Bidders. The Q & A Document may also be referred to as the ‘FFY15 NET RFQ Q&A Document’. Bids submitted in response to this RFQ are to take into account any information contained in the Q & A Document.

RFQ. This Request for Qualifications, #48-14-RFQ-01, its attachments and exhibits.

Release Date. July 17, 2014.

Review Committee. A group or groups of individuals selected by LCDJFS to review and evaluate Bids.

Selected Bidder. A Bidder whose Bid has determined by LCDJFS as meeting the qualifications and specifications in this RFQ and who has been chosen by LCDJFS to participate in negotiations for a Contract.

TMC. The municipal code of the City of Toledo, Ohio as in effect on the Release Date of this RFQ and as may be amended or changed thereafter.

Unsuccessful Bidder. A Bidder whose Bid has been determined by LCDJFS as not meeting the qualifications and specifications in this RFQ.

Project Deliverables & Work Schedule:

LCDJFS seeks to undertake the preparation and implementation of the Federal Fiscal Year 2015 transportation services beginning October 1, 2014. The term of the resulting Contract(s) shall be for an approximate twelve (12) month period, commencing no sooner than October 1, 2014, and ending no later than September 30, 2015. Subject to the availability of funds and at the sole discretion of LCDJFS (with the approval of the Board), a Contract may be extended for up to one additional twelve (12) month period. Any such Contract extension will be based on the Contractor's performance, and shall be determined solely by LCDJFS.

Bidder must properly submit a completed Bid following the procedure outlined in this RFQ no later than August 14, 2014 at 3 p.m. LCDJFS expects to contract with all Selected Bidder(s). All Selected Bidders must also meet all applicable state and/or local licensing, insurance, and permit requirements included but not limited to, Chapter 773, 775, and 777, of the TMC. Furthermore, all Bids submitted in response to this RFQ shall comply with Ohio law, as well as federal law.

LCDJFS is under no obligation to contract with any person or entity as a result of this solicitation, if, in the sole opinion of LCDJFS, none of the Bids are responsive to the objectives and needs of LCDJFS. LCDJFS reserves the right to not select any person or entity should LCDJFS decide not to proceed with the services as outlined herein or, if at the sole discretion of LCDJFS, none of the Bids submitted in response to this RFQ meet all the specifications contained herein. Any and all changes in this RFQ of a material nature will be posted on the Lucas County website <http://www.co.lucas.oh.us/Bids.aspx> . All Bidders are responsible for obtaining any such changes without further notice by LCDJFS.

1.2 Time Table

The following timetable shall apply to this RFQ, subject to all Contracts awarded under this RFQ being finalized and approved by the Board.

RFQ (48-15-RFQ-01) Release Date	July 17, 2014
Deadline for Electronic Q&A Submittal	July 30, 2014, 12:00 p.m.
Anticipated Date for Posted Responses to Q&A	August 6, 2014
Deadline for Submitting Bids	August 14, 2014 at 3:00 P.M. (local time)
Contract Implementation	Approximately October 1, 2014 through September 30, 2015

LCDJFS reserves the right to revise this schedule in the best interest of the process after providing reasonable notice which will be posted at <http://www.co.lucas.oh.us/Bids.aspx> .

1.3 Contracting Entity

Lucas County Department of Job & Family Services
3210 Monroe Street, P.O. Box 10007
Toledo Ohio 43699-0007

1.4 Electronic Q&A Process

Any prospective Bidder desiring an explanation or interpretation of the RFQ or the specifications contained therein must request it via e-mail (as provided in Section 1.5 below) by 12:00 p.m. July 30, 2014. While participation in the Bidders Q&A session is not mandatory, it is recommended that Bidders utilize this opportunity to ask any questions they may have related to the RFP. All questions submitted during the

prescribed timeframe will be published with the corresponding answers at <http://www.co.lucas.oh.us/Bids.aspx>.

1.5 Written Questions

Questions must be submitted in writing to and received via email by LCDJFS, at LUCAS_CONTRACTS@odjfs.state.oh.us by July 30, 2014 at 12:00 p.m. These questions will be posted on the Lucas County website (<http://www.co.lucas.oh.us/Bids.aspx>) on August 6, 2014 as stated in Section 1.2, above. Beginning with the issuance date of the RFQ and lasting until a Contract is in effect, no communications concerning the RFQ are permitted between any interested Bidder and any employee of LCDJFS or any other individual (regardless of their employment status) who is in any way involved in the development of the RFQ or the selection process. The only exceptions to this prohibition are as follows:

- A. As necessary in the case of any pre-existing business relationship between LCDJFS and a Bidder, in accordance with that pre-existing business relationship, in order to conduct that business; and/or
- B. As part of an interview necessary for LCDJFS to make a selection decision;

Bidders who attempt any communication prohibited by this Section may be disqualified.

Questions regarding this RFQ must reference the relevant part of this RFQ, the heading for the provision under question, and the Section and/or Article of the RFQ where the provision in question can be found. The Bidder must also include his or her name, the company name, business phone number and email address. LCDJFS may, at its option, disregard any questions which do not appropriately reference an RFQ provision or location, or which do not include the required identifiers for the originator of the question. LCDJFS will not respond to any questions submitted after 12:00 p.m. on the date that the Q&A period closes.

LCDJFS responses to all questions asked via email meeting the criteria listed above will be posted on the Lucas County web site for reference by all Bidders. Bidders and potential Bidders will not receive personalized or individual e-mail responses. Bids submitted in response to this RFQ are to take into account any information contained in the Q & A Document. LCDJFS is not responsible for the accuracy of any information regarding this RFQ that was obtained or gathered through a source other than the Q&A process described in this RFQ.

It is the sole responsibility of all Bidders and potential Bidders to check this site (<http://www.co.lucas.oh.us/Bids.aspx>) on a regular basis for responses to questions, as well as for any amendments or other pertinent information regarding the RFQ.

IMPORTANT: Requests from Bidders for copies of previous RFQ's, past bids, score sheets or contracts for this or similar past projects, constitute public records requests and are not clarification questions regarding the RFQ. Public record requests submitted in accordance with Lucas County policy will be honored in accordance with that policy. The posted time frames for LCDJFS responses to emailed questions for RFQ clarification do not apply to public records requests.

Requirements under a current project may or may not be required by LCDJFS under any future contract, and so may not provide useful information for bidders who choose to respond to the RFQ. Therefore, bidders are to base their RFQ responses, and the details of their proposed projects, on the requirements and performance expectations established in this RFQ and, if applicable, in the Q&A document, NOT on details of current or past related contracts. If Bidders ask questions about existing or past contracts using the Q&A process, LCDJFS will use its discretion in deciding whether to provide answers.

LCDJFS will answer only those questions submitted within the established time period for the Electronic Q&A process (see Section 1.3), and which pertain to issues of RFQ clarity, and which are not requests for public records. LCDJFS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with the instructions contained herein.

1.6 Bidder Disclosures

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 Bid but withholding the information may give cause to reject the Bid.

1.7 Conflict of Interest

No Bidder will promise, or give to a LCDJFS employee anything of value that could influence that employee's decision on awarding a Contract. No Bidder shall attempt to influence an employee of LCDJFS to violate the procurement policies of LCDJFS, the ORC, OAC or Federal Procurement Regulations. In addition, Bidder acknowledges and agrees to abide by established ethical standards, which became effective February, 2013. A copy of the ethics code is available at <http://ethics.ohio.gov/education/factsheets/ethicslaw.pdf>.

1.8 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. Bidders discovering any mistakes in the RFQ, must notify the Contracting Entity (described in Section 1.2 hereof) in writing (an email attachment at LUCAS_CONTRACT@odjfs.state.oh.us on organizational letterhead is acceptable).

1.9 Ability to Award Contract

This RFQ and all LCDJFS Contracts awarded hereunder are contingent upon the availability of funds. If at any time during the RFQ process, funds are not available for the proposed services for whatever reason, the RFQ process will be canceled. In such an event, the Bidders will be notified at the earliest possible time. LCDJFS shall not compensate the Bidders for any expenses incurred as a result of the RFQ process or its cancellation.

1.10 Insurance Requirements

If RFQ specifications require the performance of labor for LCDJFS, a Selected Bidder must agree to indemnify and protect LCDJFS 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 Selected Bidder, 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. The selected bidder must also furnish all applicable insurance documents in accordance with Chapter 777 of the TMC.

1.11 Taxes

LCDJFS does not pay local, state or federal taxes. If requested and applicable to the services rendered via the Contract, the Selected Bidder will be furnished with an exemption certificate.

1.12 Compliance with the Law

A Contractor must agree to comply with all applicable federal, state, and local laws in the conduct of the work specified in this RFQ including, but not limited to, applicable state and federal laws regarding drug-free work places. The Contractor 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 and as incorporated into the Contract.

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. LCDJFS will provide training to the Contractor regarding such rules if requested. Non-emergency Transportation funds distributed through this RFQ are Federal Department of Health and Human Services Medicaid and Title XX Funds. Procurement rules for Health and Human Services are located in Code of Federal Regulations (C.F.R.) 45, Part 74.41-74.48.

ORC Section 9.24 prohibits LCDJFS 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 LCDJFS of such findings. See Section 7 Affidavits, “No Findings for Recovery Affidavit”.

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

LCDJFS will retain all Bids, 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, LCDJFS may destroy or otherwise dispose of the Bid and/or any copies.

LCDJFS may disclose to the Selected Bidder written or other information that LCDJFS treats as confidential. All such confidential information and all related material and documents LCDJFS delivers to the Selected Bidder remain with the property of LCDJFS. 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 LCDJFS, or individuals or organizations with whom LCDJFS keeps information. For example, information shall 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, LCDJFS (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 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).
- Unfair labor practices: Contractor nor its principals are found on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify Contractor as having more than one (1) unfair labor practice contempt of court finding.
- Mandatory disclosure to LCDJFS of any modifications to names, addresses, phone numbers, facsimiles, email, etc. when such occurs during the duration of this Contract.

1.13 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 contractor agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract, no contractor 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 contractor, subcontractor, or any person acting on behalf of any contractor 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 Contractor 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 such 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 Contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, and services must also adhere to requirements which address the utilization of small and minority-owned businesses, women's business enterprises and labor surplus area firms.

Section 2. Submitting Proposals

2.1 Preparation of Proposal

Bids must clearly identify the Bidder's qualifications to provide the services requested in this RFQ; and shall respond strictly to the specific services requested in this RFQ and its instructions and requirements. All Bids become the property of LCDJFS and will be considered public information available for inspection following the selection of a proposal.

Sensitive Personal Information: It is the responsibility of the Bidder submitting a bid to remove all personal confidential information (such as home addresses and social security numbers) of Bidder's staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the Bid Package if desired. Following submission to LCDJFS, all Bids submitted become part of the public record.

2.2 Proposal Cost

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

2.3 False or Misleading Statements

Bids containing statements deemed by LCDJFS (in its sole discretion) to be false or misleading may be rejected.

2.4 Bidder Representative's Signature

The cover page of the Bid 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 Bids will not be accepted.

2.5 Delivery of Bids

Organizations and individuals who are interested in submitting Bids must make their submission no later than **3:00 p.m. Eastern (local) Time on August 14, 2014**. LCDJFS respectfully asks that Bidders respond to this RFQ with a Bid Packet (as provided by LCDJFS) outlining how the Bidder's organization meets the criteria as listed, and why the Bidder believes it or its organization would be successful in accomplishing the tasks as indicated . All responses must be sent, via e-mail to: LUCAS_CONTRACTS@odjfs.state.oh.us

Bids submitted by any other method will be rejected. **LCDJFS is not responsible for any Bids delivered by any other means, or to any address other those provided above.**

All submissions must be received via email by the above date and time. Materials received after the submission deadline date will not be added to previous submissions, and will not be considered. **No confirmations of Bids received will be provided by LCDJFS.** Submission of a bid constitutes acceptance by the Bidder of the terms and conditions contained in this RFQ, unless otherwise clearly and specifically noted in the Bid submitted.

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

2.6 Acceptance & Rejection of Bids

LCDJFS reserves the right to reject any or all Bids. The selection of a Bid by the LCDJFS shall be final only upon approval by the Board. LCDJFS is under no obligation to enter into a Contract with any Bidder as a result of this solicitation, if, in the opinion of LCDJFS, none of the Bids are responsive to its objectives and needs. LCDJFS reserves the right to not select any Bidder's Bid should LCDJFS decide not to proceed with the services as outlined. Changes to this RFQ of a material nature will be provided on the Lucas County website <http://www.co.lucas.oh.us/Bids.aspx> . All Bidders are solely responsible for obtaining any such changes without further notice by LCDJFS.

2.7 Evaluation & Award of Contract

Bidders should not assume that individuals on the Review Committee are familiar with any current or past work Bidder may have completed with LCDJFS. Bids containing assumptions, lack of sufficient detail, poor organization and/or lack of proofreading will be evaluated accordingly. Review Committee members are required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the bid review and selection process.

The review process will be conducted in three (3) parts:

1. **Preliminary Bid Review** examines the Bid to ensure it meets the minimum requirements and mandatory conditions specified in the RFQ. If it does not, it will be rejected. A Bid must meet the following mandatory conditions and requirements:
 - ✓ The Bid must have been received via email at the address indicated in this RFQ **by 3:00 p.m. (local time), August 14, 2014. A Bid not received by the specified date and time at the specified email address, will be rejected.**
 - ✓ The cover page of the proposal must be signed by an authorized representative of the Bidder who is expressly authorized to obligate the Bidder to a contractual agreement.
2. **Review Committee Process**
 - ✓ All Bids meeting the requirements of Section 2.7(1) above will be reviewed by a Review Committee that may be composed of LCDJFS staff, specialists in the RFQ program area and other community representatives. The Review Committee will not include Bidders to this RFQ or anyone else who may have any conflict of interest that would prohibit a fair and equitable review process.
 - ✓ The Review Committee will evaluate each Bid against the criteria specified in the RFQ. During the evaluation, the Review Committee may request additional information from the Bidder. Failure to respond to such requests for information will result in the Bidder's Bid being reviewed as submitted. Such information requests and Bidder's responses must always be in writing.
 - ✓ Bid submission must meet format specifications as stated in this RFQ, including maximum number of pages, font and line spacing specifications, and completion and inclusion of the cover page and all required attachments.

- ✓ The Review Committee shall review all Bids deemed by LCDJFS as meeting the RFQ's minimum requirements and mandatory conditions. The evaluation criteria for each required section of the Bid is detailed in the Bid Evaluation Sheet (see following page).

Bid Evaluation Sheet

Evaluation Criteria				
RFQ (48-15-RFQ-01) DOCUMENTS REQUIRED	YES	NO	N/A	COMMENTS
Received by 3 p.m. (EDT) on August 14, 2014				
Cover Page completed and signed				
Completed Ride Policy submitted				
Completed Affidavits & Forms (must be signed)				
a. Non-Discrimination				
b. Non-Collusion				
c. No Findings for Recovery				
d. Delinquent Property Tax				
f. Representations, Assurances & Certifications				
Current Insurance Policy				
Registration and Inspection report signed by authorized Toledo Police Department Licensing and Collections Officer.				
Valid Public Vehicle Operator's License (City of Toledo license for current year for each vehicle)				
Description, in writing, of a 2-way dispatch system including type and date purchased (no more than 1 page)				
Verification of a metered cab (neighborhood) – Meter slips (taxi only)				
Motor Vehicles Registration Card for each vehicle that will be used in fulfilling the Contract				
Valid Driver's License for each driver that will be involved in fulfilling the Contract deliverables.				
City of Toledo – Public Vehicle Operation I.D. for each driver that will be involved in fulfilling the Contract deliverables.				

The Review Committee may consider information from sources other than Bidder's Bid to evaluate the Bidder's abilities. These "other" sources of information may include, but are not limited to, written responses to any clarifying questions posed by the Review Committee, and any monitoring data regarding Bidder's performance of current or prior contracts with LCDJFS.

The final composite Review Committee Evaluation Sheet, will be maintained on file by LCDJFS. The end result of the review process is a list of applications indicating which Bids met the RFQ requirements, and which Bids failed to demonstrate that all requirements were met.

3. **Administrative Review** - Following the detailed review by the Review Committee, the results will be evaluated by LCDJFS administration in order to ensure that all facets related to predicted performance were considered. In selecting a successful Bid, the LCDJFS administrative evaluation will consider various factors including (but not limited to) the following:
- ✓ Criteria used in the Review Committee's review process;
 - ✓ Strength and stability of the Bidder to provide the requested services;
 - ✓ Bidder's ability to meet the project/program timelines;

- ✓ Overall responsiveness and completeness of the Bid as well as the likelihood that, in the opinion of LCDJFS and at the sole discretion of LCDJFS, the Bid best meets or exceeds LCDJFS expectations;
- ✓ Any other factors considered relevant by LCDJFS that are demonstrated by the proposal or by LCDJFS investigation;
- ✓ Any other factors deemed relevant by LCDJFS, including performance on prior and current contracts with LCDJFS, that are demonstrated by the Bid or LCDJFS investigation; and
- ✓ Experience with a similar project/program of comparable size and scope, including any available information regarding program results. LCDJFS statistics from prior contracts will be included in the administrative review process when applicable.

Any 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, LCDJFS may, at its sole discretion, proceed with the award of Contracts to other Bidders whose Bid 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 LCDJFS and the other Selected Bidders.

2.8 Post Selection Meeting

If an Unsuccessful Bidder wishes to discuss the selection process, a request for an informal meeting with LCDJFS must be made in writing and received by LCDJFS within seven (7) working days from the mailing date of the notification of non-selection. The request must 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 Contracting Entity described in Section 1.3, hereof. Please note: post selection meetings will not be held until Contract negotiations with the Selected Bidder(s) are complete.

2.9 Caveat

Bid selection does not guarantee that a Contract for services will result. All Bids will be evaluated based on the criteria in the RFQ (see the Rating Sheet under Section 2.7, hereof). LCDJFS will work with the Selected Bidder to finalize the details of the Contract document. **If LCDJFS, in its sole discretion, determines that LCDJFS and the Selected Bidder are unable to successfully come to terms regarding the Contract within a reasonable time period, LCDJFS reserves the right to terminate discussions. If this happens, LCDJFS, in its sole discretion, reserves the right to either (a) continue negotiations with the remaining Bidder(s) from the Bid process with whom to negotiate the Contract, (b) cancel the RFQ, or (c) reissue the RFQ.**

2.10 Termination for Convenience

LCDJFS 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 termination shall be subject to Board approval.

2.11 Termination for Default/Suspension of Referrals

LCDJFS shall terminate the Contract should a Contractor fail to carry out the terms and conditions of the Contract after issuance of a notice of required improvement, or "cure notice" authorized by a resolution of the Board. LCDJFS may also suspend referrals and/or payment to a Contractor pending the outcome of any investigations alleging breach of contract. A Contractor will have thirty (30) calendar days after the mailing date of a "cure notice" to develop and submit to LCDJFS a corrective action plan ("CAP") that adequately addresses issues identified in the "cure notice". Following the CAP's approval by LCDJFS, the Contractor shall have a mutually-agreed upon timeframe (not to exceed sixty (60) calendar days) within which to implement the "CAP" and make any necessary corrections. If after the timeframe to make corrections under the "CAP" expires the Contractor fails to remedy the conditions, LCDJFS will issue an order to stop work immediately and terminate the Contract without further obligation.

Section 3. Terms and Conditions

In the event LCDJFS and the Selected Bidder have come to an agreement on a Contract, the RFQ and the commitments made in the selected Bid will become contractual obligations, including any information requested during Contract development by LCDJFS. Failure of the Selected Bidder to accept these obligations may result in cancellation of the award of the Contract.

3.1 Type of Contract; Subcontracting

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

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 LCDJFS. Acceptance or rejection of a proposed subcontract is at the sole discretion of LCDJFS. Proper procurement rules must be adhered to when obtaining a subcontractor.

3.2 Contract Period, Funding & Invoicing/Pricing

The term of the Contract shall be for an approximate twelve consecutive (12) month period, commencing no sooner than October 1, 2014, and ending no later than September 30, 2015. Subject to the availability of funds and at the sole discretion of LCDJFS (with the approval of the Board), a Contract may be extended for up to one additional twelve (12) consecutive month period. Any such Contract extension will be based on Contractor's performance as determined solely by LCDJFS. Although it is intended that any Contract entered into with a Selected Bidder shall be funded by NET/Medicaid and Title XX monies, if at any time there are insufficient funds to fund the Contract, LCDJFS, in its sole discretion, reserves the right to switch to, or utilize, a different funding source which shall not affect the terms and conditions of the Contract and, furthermore, shall not constitute a change in the terms and conditions of this RFQ.

A Contractor can claim payment only for services already provided and must submit invoices for payment on a monthly basis. Invoices must be submitted within thirty (30) 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 LCDJFS no later than the immediately following September 30.**) Generally, **reimbursement by LCDJFS is made within thirty (30) days of receipt of an invoice for actual expenses.** Funds designated for the Contract Period are subject to funding requirements under NET/Medicaid and Title XX allocations.

A Contractor may neither perform work nor submit an invoice for payment for work performed for this project for any time period prior to Contract approval by all applicable parties. This includes any costs associated with Bid development.

Prices will be set in accordance with Chapter 781.05 of TMC. Pricing for livery companies will comply with Section 781.04 of the TMC which specifies that a non-metered vehicle for hire must charge a rate that is not less than the taxi meter rate. A Selected Bidder who has entered into a Contract with LCDJFS will be paid in accordance with the established fare set by Toledo City Council under Chapter 781 of the Toledo Municipal Code which may be amended by Council. LCDJFS does not assume any late payment penalties.

The Contractor shall warrant that claims made to LCDJFS for payment shall be for authorized services rendered to eligible and authorized individuals and such claims shall not be made against other funding sources, or against the individual, for the same services. It is prohibited to use funds awarded through any contract with LCDJFS to supplant any other existing funding sources.

3.3 Confidentiality & Security

A Contractor who has access to confidential information, whether during the bidding process or while fulfilling Contract obligations, will be required to keep that information confidential. The Contractor must agree to comply with all Federal and State laws applicable to LCDJFS and/or clients of LCDJFS concerning

confidentiality of LCDJFS clients. Any use or disclosure of information of or about LCDJFS clients for any purpose not directly related to the performance of the Contract is prohibited. If a Contractor subcontract(s), 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 LCDJFS 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 LCDJFS 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 LCDJFS which is totally independent and distinct from the audit requirements described in Section 1.11, hereof. LCDJFS will also conduct a contract Risk Assessment in accordance with ODJFS procurement rules.**
- LCDJFS reimburses for social services predominantly on a cost reimbursement basis. All invoices for services must be submitted monthly to LCDJFS (see Section 3.2, hereof). All amounts on the invoice are to be supported by documentation, as required by LCDJFS, attached to the invoice. All documentation for actual expenses of those services must be retained by the Contractor for three (3) years or until the completion of an audit. There are no exceptions to this requirement.
- LCDJFS 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 LCDJFS 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, Contract extension will be based upon performance, compliance with all Contract terms, requirements of any future RFQ(s) and continued local need, as determined solely by LCDJFS.
- **LCDJFS reserves the right to extend and/or amend the Contract based on the Contractor's performance as determined solely by LCDJFS.**

Section 4. Requirements & Specifications for Services

4.1 Minimum requirements

In order to be considered for the project described in this RFQ, LCDJFS requires that Bidders must meet, at minimum, all of the qualification requirements described in Part 7, Title 3, Chapters 769, 771, 773, 775, 777, 779, 781, and 783 of the TMC. Bidders which do not meet all the above-referenced qualifications will be disqualified from further consideration for award.

Bidder Capabilities

LCDJFS seeks Bidders to provide medical transportation services for all clients determined eligible by LCDJFS. All Contracts awarded under this RFQ shall require Contractors to provide door-to-door transportation services for eligible participants in Non-Emergency Medicaid, and Title XX Programs. Bidders acknowledge that the service to be provided must be such that ambulatory persons (i.e. persons not in need of ambulance services) can be transported to and from their point of origin. Services must be available 24 hours per day, 7 days per week.

Bidders must:

- Demonstrate with precise detail that they have the capacity to respond to the projected volume of customer service needs on a yearly basis (as described Article 4.2, "Scope of Work");
- 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 LCDJFS with ride policies;
- Have in place a contingency plan to provide all clients transportation to and from their destinations approved by LCDJFS (“back-up transportation”) in the event the Bidder would be unable to complete a scheduled transport.

By submitting a bid, the Bidder(s) will be held responsible for knowing the specifications and conditions under which any Contract will be reached. This includes the contents of all Bid documents, regulations, and applicable laws.

4.2 Scope of Work

Services sought are to be delivered to only those eligible residents of Lucas County who have been authorized for transportation services and who select a Contractor from the list of available Contractors as provided by LCDJFS. The number of eligible residents is approximately 3600 individuals. Service delivery is restricted to the geographical boundaries of Lucas County unless otherwise authorized by LCDJFS.

Contractor(s) acknowledge(s) that the purchase of transportation services shall be for Non-Emergency Medicaid and Title XX eligible residents of Lucas County. The specific objective of the purchased transportation services will be to transport eligible individuals as determined and approved by LCDJFS to a provider of medical services for the purpose of receiving medical care.

Contractor agrees to provide purchased services that include, but are not limited to, the following components:

- The service will be available 24 hours per day, 7 days per week except during a state of emergency or other order prohibiting travel on roadways within Lucas County declared by governmental authority;
- The service will be door-to-door which shall be defined as service to/from the closest reasonable point of vehicle access to the location of the eligible individuals. The Contractor’s 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 Contractor’s 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/or hazardous road conditions. In the event of severe weather and/or hazardous road conditions, Contractor shall attempt to make arrangements to pick up the eligible individual at an earlier time in order to arrive on time;
- Except in cases of severe weather and/or hazardous road conditions, the eligible individual shall not be picked up more than 15 minutes following the designated pick up time;
- The Contractor 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 Lucas County area;
- Non-eligible persons authorized by LCDJFS to accompany and/or escort the eligible individual to/from the approved destination are permissible; no additional charge will be made for these individuals;
- Contractor recognizes that some eligible individuals have exceptional situations, and must be transported according to their special needs as specified by LCDJFS and in accordance with all other specifications of the Contract;
- Contractor agrees to transport substantially all eligible individuals in an automobile or van rather than a bus in order to minimize ride time and to provide a higher level of comfort and safety to the eligible individual;
- Contractor will continue to maintain and operate manned telephone lines for the purpose of receiving transportation requests non-stop, 24 hours a day, every day of the year; and

- Contractor will have a contingency plan in place to provide all clients timely transportation to and from their destinations approved by LCDJFS, including, but not limited to, the usage of “back-up transportation” to be utilized when the Contractor is unable to provide timely transport to the rider. All Contractors shall function as “back-up transportation” for all other Contractors.

LCDJFS will:

- Utilize a standardized process for determining eligibility for Non-Emergency Medicaid, and Title XX transportation services;
- Provide technical assistance to Contractors and clients upon request;
- Maintain a database containing client information;
- Verify destinations as Ohio-Medicaid providers before entering them into database; and
- Remit payment to Contractors in accordance with the Contract.

4.3 Project Deliverables

Contractors agree to the delivery of purchased services in accordance with the following conditions:

- Maintenance of an adequate number of vehicles that meet the guidelines of TMC and LCDJFS to ensure efficient service delivery to eligible individuals. (Note: projected number of trips per year is approximately 225,000 with approximately 3600 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 will 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 LCDJFS (e.g. a “welfare ride”) or in any other derogatory term either directly or indirectly (e.g. over the dispatch radio) and, in general, must 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 LCDJFS except as detailed below regarding pharmacy stops, lab and x-ray appointments;
- Contractor shall provide service within all of the postal zip codes in Lucas County. Should a round trip be required, Contractor accepts the responsibility for the provision of the return trip in accordance with all other terms of the Contract;
- Contractor is not required to make more than one (1) pick-up attempt per day of an authorized individual;
- Wait time is limited to 15 minutes and only allowable for pharmacy stops, lab and x-ray appointments. LCDJFS will not pay for wait time under any other circumstances notwithstanding the applicable portions of the requirements outlined in TMC Section 781.05(b);
- All pharmacy stops must be in conjunction with a scheduled medical appointment. Pharmacy only destinations are not allowable;
- If the client is referred for further lab or x-rays immediately following their appointment, they may be transported without prior approval from LCDJFS;
- Payment to the Contractor will not be made for any cab, which makes stops at facilities other than those authorized by LCDJFS;
- LCDJFS assumes no liability to pay for clients not authorized for transportation services by LCDJFS;
- All transportation vehicles to be used by the Contractor 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 must be equipped with two-way radio communication equipment on a dedicated frequency not used by any other radios in the Lucas County area. This allows for fast communication in the event of an emergency without waiting for other radio users to clear the channel. A cell phone lacking a two-way radio feature or other telephonic system of dispatch is not acceptable;

- 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;
- LCDJFS reserves the right to inspect vehicles of its choice used by Contractor(s) for transporting eligible individuals at any time and without prior notice to Contractor(s) to note of any needed repair(s) or other infractions;
- All transportation vehicles used by Contractor(s) in delivering the purchased service must be clearly identified by unique color schemes and logo bearing the name of Contractor 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 markings must be in compliance with TMC Section 773.10;
- 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; and
- Smoking by drivers and/or passengers in the vehicle is prohibited, pursuant to TMC Section 779.07.

Regulatory, Reporting, and Record Keeping Requirements:

- Contractor will not deny service to authorized eligible individual for any reason, nor subject the same to discrimination for reasons of race, color, religion, national origin, sex, age, nature of the eligible individual's condition, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments, or due to that individual's client's status with LCDJFS. Contractor will comply with all appropriate Federal and State laws regarding such discrimination;
- Contractor acknowledges that negotiation is preliminary to entering into a Contract with LCDJFS. Approval of the Contract, including its effective date, shall rest with LCDJFS and the Board. LCDJFS shall retain the authority to impose restrictions on all Contracts, including the termination dates;
- Prior to entering into any subcontract involving the direct delivery of the purchased service, Contractor shall first give LCDJFS written notification of its intent to do so and receive prior written approval from LCDJFS. All subcontracts must be on file at LCDJFS;
- The minimum standards, rules, and regulations, which govern the conduct and performance of vehicle drivers, are contained in the TMC Part 7, Title 3. All transportation of eligible individuals will be provided by vehicle drivers licensed by the City of Toledo Director of Public Safety or his/her designee in accordance with their requirements for licensing. Additionally, all Contractors must agree to the terms of the LCDJFS Transportation Policy (Exhibit 1 of this RFQ);
- LCDJFS will pay Contractor according to the following established fare: the fare for private paying patrons for taxi cabs set by Toledo City Council under TMC Chapter 781. (Note: All Contractors will be required to waive the waiting period rates set forth in TMC Section 781.05 (b).). The meter does not start until after the individual(s) authorized for transport has (have) entered the cab. If Toledo City Council should change the fare for private paying patrons; the formula set forth in the prior sentence and reflected in the Contract shall be computed on such changed fare effective as of the date of the change as determined by Toledo City Council. LCDJFS will also pay the Contractor \$3.00 for each trip after the cab has arrived at the designated time where the authorized client fails to show;
- For transportation provided by a Contractor who is a livery service, LCDJFS will pay the livery service Contractor the fare for livery vehicles comparable to the current LCDJFS rate for taxicab services. At no time can rates for vehicles for hire without meters be less than the meter rates;
- Contractor must meet all applicable state and/or local permitting, licensing and certification requirements including but not limited to, Chapters 773, 775 and 777 of the TMC, (except for fare requirements);
- Contractor must maintain liability insurance on its vehicles and drivers at all time in compliance with the requirements of Chapter 777 of the TMC, and all applicable provisions of the ORC, and the OAC;
- Contractor must provide evidence of insurance coverage satisfactory to LCDJFS not less than twenty-four (24) hours following a request made by LCDJFS for such evidence of insurance;
- In the event Contractor engages in subcontracting to provide services, the Contractor warrants such subcontractor(s) maintain the required insurance coverage;
- LCDJFS will monitor level of service and performance through direct interaction with eligible individuals and Contractors;

- Contractor must maintain and document a regularly scheduled training for drivers and dispatchers. Training must include but not be limited to appropriate phone etiquette, passenger assistance, and emergency procedures;
- Contractor will comply with LCDJFS' requirements for Case Management, Monitoring, Evaluation, and Invoicing, and any subsequent updates;
- Contractor shall indemnify and hold harmless the Ohio Department of Job and Family Services ("ODJFS"), LCDJFS, the Board and/or its employees and/or agents against any and all liability, loss, damage, cost, or expense by reason of an eligible individual suffering or causing personal injury, death, or property damage or loss while receiving services from Contractor;
- Contractor acknowledges that the provision of non-specified services (i.e. transporting client's motorized wheelchairs) is above and beyond the services covered under the Contract, and as such, are provided at the Contractor's own risk. Furthermore, Contractor(s) will not be compensated for any services at any rate except those specified in the Contract;
- Contractors shall maintain and, upon request, allow authorized representatives of LCDJFS, ODFJS, and such state and federal agencies as may be necessary to confirm Contractor's compliance with the terms of the Contract. LCDJFS, ODJFS, and agents of the federal government shall have the right to audit all records and procedures related to the Contract;
- The Contractor is responsible for obtaining all permits and licenses required for performance of the work specified in accordance with TMC Chapters 773 and 775;
- LCDJFS may disclose written or other information that it treats as confidential to a Selected Bidder who has entered into a Contract approved by the Board. All such information and all related material and documents LCDJFS delivers to the Contractor(s) remains the property of LCDJFS. The Contractor(s) shall 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 interest of the public, Contractors, or other Contractors, or potential Contractors with LCDJFS, or individuals or organizations with whom LCDJFS keeps information. For example, information shall 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 Contractor(s) shall also treat as confidential information any material, to which attorney-client, physician-patient, or similar privilege(s) may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements or risk termination of the contract; and
- Contractor may be required to attend training or technical briefings in regard to LCDJFS data updates or upgrades.

Section 5.0 Technical Requirements

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

- Internet access with a minimum of 1Mb baud modem rate.
- The ability to import and export data from LCDJFS via various types of formats such as text files, Microsoft Excel, Microsoft Word, Microsoft Access, or other formats as agreed upon by LCDJFS and Bidder.
- Have database backup capabilities of LCDJFS data and have a disaster recovery plan in the event that LCDJFS 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 LCDJFS data, written notification would be given and prior approval to any subcontract would be sought by Bidder(s) by LCDJFS.
- Must maintain current Internet Explorer updates as required by LCDJFS in regard to browser versions.
- Must maintain current technology updates as required by LCDJFS in regard to Internet browser versions.
- Comply with LCDJFS requirements for providing a secure environment for LCDJFS data.
- Supply LCDJFS with reports or statistics for proposed project.
- Have properly working hardware and software to retrieve, import, and export LCDJFS data.
- Maintain an up to date anti-virus software program.

Section 6. Application Format

6.1 Required Format Specifications

To be accepted and forwarded to the Review Committee, the Bid must be received on or before the deadline and include Attachments 1-7 as provided by LCDJFS. Each document requiring a signature and/or notarization must be provided in the form of a scanned version of said document. All documents must be submitted via email with each document saved as the document names listed in the "Overall Application Checklist" preceded by the name of the bidding organization. E.g. "Non-collusion Affidavit-Company X".

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

A 12-point "Times New Roman" font must be used. Page margins are to be 1" on all sides of the page.

- Page is to be numbered on the bottom right of each page.
- Pages are to be single sided.
- Lines must be single spaced.
- Must remain within the number of pages as instructed.

6.2 Application Components

This section provides additional information to be used when completing the electronic attachments:

A. RFP Cover Page

- Use form provided
- Must be completed and signed

B. Ride Policy – Using the form provided, Bidders must describe the level of service a rider can expect if he or she would choose the Contractor. Please also identify all business partners (if applicable), and the size of the fleet that will be utilized in the performance of duties outlined in this RFQ in this document. Back-up transportation will be required, and they will consist of the pool of current Contractors under contract with LCDJFS.

C. Completed Affidavits in the following order:

- (1) Non-Discrimination
- (2) Non-Collusion
- (3) No Findings for Recovery
- (4) Delinquent Personal Property Tax Statement
- (5) Representations, Assurances, and Certifications

D. Current Insurance Policy

E. Registration and Inspection Report - must be signed by authorized Toledo Police Department Licensing and Collections Officer.

F. Valid Public Vehicle Operator's License (City of Toledo license for current year for each vehicle in the Bidder's fleet that will be used in fulfilling a Contract.

G. Description of Bidder's 2-way dispatch system. Specify the system type and date purchased (no more than one (1) page).

H. Verification of a Metered Cab (neighborhood) – Meter slips (taxi only)

I. State of Ohio Bureau of Motor Vehicles Registration Card - must be provided for each vehicle that will be used in fulfilling a Contract.

J. Valid Driver's License must be provided for each driver that will be involved in fulfilling the Contract deliverables.

K. City of Toledo Valid Public Vehicle Operation I.D. – must be provided for each driver that will be involved in fulfilling Contract deliverables.

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 which shall be scanned for submittal. Bidders must include all required documents.

Section 7. Attachments & Application Checklist

7.1 Attachments:

The documents listed below are to be completed in their entirety by the Bidder. These documents will be sent upon request. Interested Bidders should contact Cynthia Finley via email at finlec@odjfs.state.oh.us; and indicate the name of Bidder's organization; the contact person; and the email address where the electronic documents should be sent (no hard copies or faxes shall be sent). The documents will be sent within two (2) business days. A Bidder not receiving the documents within this timeframe should contact Cynthia Finley at 419-213-8956 to ensure receipt of the original email request. Please allow adequate time for receipt and completion of the documents prior to the 3:00 p.m., August 14, 2013 deadline. **NO REQUESTS FOR ATTACHMENTS WILL BE ACCEPTED AFTER 4:00 P.M., August 12, 2014.**

1. Attachment 1 -- RFQ Cover Page
2. Attachment 2 – Ride Policy
3. Attachment 3 -- Non-Discrimination and Equal Employment Opportunity Affidavit
4. Attachment 4 -- Non-Collusion Affidavit
5. Attachment 5 -- No Findings for Recovery Affidavit
6. Attachment 6 -- Delinquent Personal Property Tax Statement
7. Attachment 7 -- Representations, Assurances and Certifications
8. Current Insurance Policy
9. Registration and Inspection report signed by authorized Toledo Police Department Licensing and Collections Officer.
10. Valid Public Vehicle Operator's License (City of Toledo license for current year for each vehicle in the Bidder's fleet that will be used in fulfilling the Contract)
11. Description of Bidder's 2-way dispatch system. Specify the system type and date purchased (no more than 1 page).
12. Verification of a metered cab (neighborhood) – Meter slips (taxi only)
13. State of Ohio Bureau of Motor Vehicles Registration Card for each vehicle that will be used in fulfilling a Contract.
14. Valid Driver's License for each driver that will be involved in fulfilling Contract deliverables.
15. City of Toledo – Valid Public Vehicle Operation I.D. for each driver that will be involved in fulfilling the Contract deliverables.

*** Please note: A Bidder's submission may require multiple emails depending on the size of the attachments. The maximum size of attachments able to be received by LCDJFS staff in one email message is typically 10MB.**

7.2 Application Checklist (all documents to be completed and scanned; delivered via email):

This checklist is provided as a convenience to Bidders. Submission of the documents and/or items described therein is not to be interpreted or relied on as a guarantee or other assurance that a Bidder's properly and timely submitted Bid is complete or that the Bid will be selected. The terms and conditions of this RFQ take precedence over the checklist and whether a properly and timely submitted Bid is considered 'complete' shall be solely determined by LCDJFS.

- RFP Cover Page (signed)
- Ride Policy
- Non-Discrimination and Equal Employment Opportunity Affidavit
- Non-Collusion Affidavit
- No Findings for Recovery Affidavit
- Delinquent Personal Property Tax Statement
- Representations, Assurances and Certifications
- Current Insurance Policy
- Registration and Inspection report signed by authorized Toledo Police Department Licensing and Collections Officer.
- Valid Public Vehicle Operator's License (City of Toledo license for current year for each vehicle in the Bidder's fleet that will be used in fulfilling the Contract
- Description of Bidder's 2-way dispatch system. Specify the system type and date purchased (no more than 1 page).
- Verification of a metered cab (neighborhood) – Meter slips (taxi only)
- State of Ohio Bureau of Motor Vehicles Registration Card for each vehicle that will be used in fulfilling the Contract.
- Valid Driver's License for each driver that will be involved in fulfilling the Contract deliverables.
- City of Toledo – Valid Public Vehicle Operation I.D. for each driver that will be involved in fulfilling the Contract deliverables.

Exhibit 1

Lucas County Department of Job & Family Services Transportation Policy

1.0 Summary

The Lucas County Department of Job & Family Services (“LCDJFS”) enters into Contracts with cab companies and other entities to provide transportation services for eligible LCDJFS’ clients (“clients”).

Clients select the Contractor of their choice based on their own personal transportation needs. Contractors are given an opportunity to describe the level of service offered in their individual “Ride Policies”. These are shared with clients at the time of selection.

Clients are able to select a Contractor at the time new contracts are entered into, at the time of the review of their eligibility, and/or in accordance with the “Good Cause” policy as described below.

The primary objective of LCDJFS and Contractors alike is to assure clients are transported to and/or from their destination(s) in a safe and timely manner. In order to achieve the primary objective and determine whether Contractors are providing acceptable levels of service, LCDJFS is establishing the standards for service contained in this policy.

2.0 Complaints

LCDJFS will apply the standards contained in this Policy in determining whether Contractors are providing adequate service to clients. LCDJFS will endeavor to inform Contractors of complaints and/or problems in service based on these standards in a timely manner. LCDJFS expects a prompt explanation and/or resolution of such complaints and problems from Contractors. Failure of a Contractor to satisfactorily resolve a complaint or problem within a reasonable amount of time after being notified by LCDJFS may result in sanctions up to and including immediate termination of the contract which may be imposed at the sole discretion of the Executive Director.

Standards have also been developed for clients who utilize transportation arranged by LCDJFS. Failure of a client to abide by the standards may result in discretionary sanctions imposed by LCDJFS up to and including suspension of transportation by cab or livery vehicle.

Failure or refusal of LCDJFS to take action or impose sanctions in a given matter shall not be deemed or interpreted as a forfeiture of LCDJFS’s right to do so in the future. LCDJFS also reserves the right to change or amend this policy at any time.

GOOD CAUSE FOR CHANGING TRANSPORTATION CONTRACTOR

The purpose of “good cause” is to ensure that LCDJFS transportation clients receive excellent customer service. Clients are given an opportunity to change Contractors one time per year at their annual eligibility review. The following is a list of extenuating circumstances which may warrant a Contractor change at other times:

1. No Shows - Contractor failed to pick up client and transport to destination; and/or
2. Abusive language, discourteous treatment, harassment; and/or
3. Pattern of late pick-ups; and/or
4. Any threats to a client’s personal safety; and/or
5. Improperly maintained vehicles that create a hazardous driving condition.
6. Other circumstances- at LCDJFS’ discretion

Any client who wishes to change Contractors due to any of the above reasons may do so. LCDJFS will not encourage the clients to change Contractors. However, in certain circumstances it may become necessary to allow clients to change Contractors to ensure their safety and satisfaction.

3.0 Standards for Transporting Clients

3.1 Vehicle quality:

- a. vehicles used to transport clients must be clean, free of litter and offensive odors;

- b. vehicle must meet all applicable TMC requirements;
- c. passenger seats must be in good condition with no unpatched rips, tears, or broken springs;
- d. vehicle should be able to accommodate transportation of a non-motorized wheelchair;
- e. LCDJFS reserves the right to inspect a vehicle of its choice used by Contractor for transporting clients at any time without prior notice to Contractor.

3.2 Drivers:

- a. should put the needs of clients first and serve them in a respectful and professional manner;
- b. should appear well-groomed wearing neat, clean clothes;
- c. should assist elderly and disabled clients in entering and leaving the vehicle. If possible, clients who have difficulty walking should be assisted from their door and, to the door of their destination (“curb-to-curb” service; drivers should **not** enter the client’s residence);
- d. should remember they are dealing with people, which requires great patience at times and which can lead to unpredictable and crisis-laden situations;
- e. must not refer to clients in terms of their status with LCDJFS (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 clients any differently than they would a cash-paying fare;
- f. must not use hand-held cell phones for any purpose while transporting clients (in accordance with ORC 4511.204);
- g. are not required to accommodate abusive clients and should report physical and/or verbal abuse by clients to LCDJFS.
- h. must take the most direct, available route to the destination, unless an alternate route is authorized by LCDJFS.

3.3 Contractor:

- a. must have the ability to contact/dispatch drivers via two-way radio or cell phone/two-way radio communication system (e.g. “direct connect” or similar). **A CELL PHONE LACKING A TWO-WAY RADIO FEATURE OR OTHER TELEPHONIC SYSTEM OF DISPATCH IS NOT ACCEPTABLE;**
- b. must call an alternate transportation Contractor(s) who currently holds a Contract with LCDJFS to ensure clients are transported timely to their authorized destinations (“back-up transportation”);
- c. must be able to provide transportation to the destination with the amount of advance notice from the initial request that is specified in each company’s Ride Policy (this does not refer to return trips). If the Contractor cannot accommodate the order immediately, Contractor must make arrangements with back-up transportation to transport the client to ensure the client reaches their destination in a timely manner;
- d. must pick clients up in a “timely manner”. For purposes of this Policy, a “timely” pick-up shall occur if performed no earlier than five (5) minutes before scheduled pick-up and no later than fifteen (15) minutes following the designated pick-up time. For the client’s return trip, a pick-up shall be considered “timely” if Contractor picks client up no later than thirty (30) minutes after receiving client’s request for service;
- e. must maintain adequate liability insurance at all times in accordance with state law and/or local ordinances. **FAILURE TO MAINTAIN ADEQUATE INSURANCE MAY RESULT IN THE IMMEDIATE TERMINATION OF THE CONTRACTOR;**
- f. must transport only one LCDJFS authorized client per trip and if applicable, any minor children and/or one additional adult may accompany that client. No other riders to or from the same or other destinations are permitted;
- g. no linked trip, multiple loading arrangements are permitted;
- h. must contact LCDJFS immediately if Contractor has reason to believe a client is using the transportation system fraudulently. LCDJFS will investigate these and any other issues or complaints regarding clients which Contractor is unable to resolve on their own. Address complaints to the Data Service Unit at 419-213-8730;
- i. must notify LCDJFS if a client can no longer be transported within the scope of services contained in the RFQ and/or Contract. An example would be if a client has transitioned to a motorized wheelchair. Provision of services above and beyond those detailed in the Contract is at the Contractor’s own risk; any costs incurred for such services will not be covered by LCDJFS. LCDJFS does not authorize nor pay for Ambulance, Air Ambulance and/or Ambulette services. These services are billed directly to Medicaid through the Ohio Department of Job and Family Services. Therefore, for purposes of this RFQ and resulting Contract(s), the Contractor shall offer curb-to-curb transportation service **ONLY** to LCDJFS-determined eligible clients.
- j. may not transport clients to locations other than destinations listed on their roster; all other destinations must be approved by LCDJFS prior to transport. Exceptions to this include:
 1. Pharmacy stops after appointments do not need to be approved in advance or listed on the destination roster.
 2. If the client is referred for further lab work or x-rays immediately following their Scheduled appointment, these locations do not need to be listed on the

destination roster, nor is LCDJFS prior approval required.

3. Clients requesting out-of-community transportation must be referred to the Data Services Unit.

k. may transport clients to their home after scheduled appointment or ER visits which are not round trips.

3.4 Clients:

- a. must conduct themselves (and their children, if applicable) in a reasonable manner;
- b. must avoid the use of profanity;
- c. must not verbally or physically abuse drivers, dispatchers and/or order takers. Failure of a client to exhibit appropriate behavior may result in a progressive disciplinary process which could include an indefinite suspension of transportation by cab or livery service;
- d. may not request drivers to transport them to destinations other than those authorized by LCDJFS;
- e. should make complaints directly to the Contractor contact. Escalation of complaints to LCDJFS should only be made after attempting to resolve the matter with the Contractor, or if the situation warrants.