

BUTLER COUNTY COMMISSIONERS  
Donald L. Dixon      T.C. Rogers      Cindy Carpenter

**REQUEST FOR PROPOSAL (RFP)  
FOR  
TRANSPORTATION SERVICES  
CONTRACT NO. 22-11-559**

**For Butler County Department of Job and Family Services**

Issued By

Butler County Department of Job and Family Services  
Butler County Government Services Center  
315 High Street, 9<sup>th</sup> Floor  
Hamilton, Ohio 45011

**Issue Date: September 12, 2022**

**Proposal Due Date:  
November 22, 2022, at 10:00 AM (local time)**

Proposal Must Be Sealed, Delivered To and Received By:

**Butler County Department of Job and Family Services  
Butler County Government Services Center  
315 High Street, 9<sup>th</sup> Floor  
Hamilton, Ohio 45011  
Attention: Lisa Jones**

Transportation Services – Contract No. 22-11-559

**RFP Timeline**

<b>RFP ACTION</b>	<b>DATE</b>
RFP is advertised and issued	September 12, 2022
Bidder's Conference	October 4, 2022
Final date for RFP clarification	November 10, 2022
Final date for RFP modification	November 15, 2022
Deadline for proposal submission	November 22, 2022
Vendor notification	February 1, 2023 (est.)
Execution of contract	March 2023
Contract start date	April 1, 2023
Technical assistance / contact person	Lisa Jones, email: LisaR.Jones@JFS.OHIO.GOV

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**Attachments: \*\*\* Attachments are available in electronic format upon request**

- A – Definitions
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## 1.0 INTRODUCTION

The Board of County Commissioners of Butler County, Ohio (Butler County), on behalf of Butler County Department of Job and Family Services (BCDJFS) is seeking competitive proposals for the purchase of transportation services for the two-year period of April 1, 2023, through March 31, 2025.

Transportation services are needed to schedule and transport ambulatory and non-ambulatory participants to and from any destination within Butler County or to and from destinations outside of Butler County, including but not limited to, any points within Hamilton, Montgomery, Preble, and Warren counties. BCDJFS may periodically require long distance transportation to/from other destinations.

The majority of the transportation will be provided as non-emergency transportation (NET), a mandated statewide program that provides transportation to Medicaid eligible persons, to and from Medicaid reimbursable services and/or appointments including, but not limited to doctor, dentist or other medical appointments, pharmacy visits and day treatment programs. The remaining transportation will be provided for other programs that BCDJFS deems necessary to enhance the quality of lives for our clients while promoting stability, health and economic well-being of children and families.

## 2.0 General Information

2.1 Definitions - Reference Attachment A for a list of program definitions.

2.2 This RFP is conditioned upon the availability of federal, state, or local funds which are appropriated or allocated for payment of the proposed services. If, during any stage of this RFP process, funds are not allocated and available for the proposed services, the RFP process will be canceled. BCDJFS will notify registered proposers at the earliest possible time if this occurs.

2.3 Ohio Revised Code 307.90 and 307.91 permits Butler County to reject all bids, waive technicalities, amend original estimate and to advertise for new bids on the required items, products, or services. Butler County reserves the right to reject any or all bids on any basis, without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any unsuccessful proposer against Butler County. Proposers' failure to respond to all requirements specified in the RFP may result in the rejection of their bid. BCDJFS reserves the right to negotiate, to the extent legally permissible, any terms and requirements asserted in this RFP.

2.4 Proposer shall submit a Bid Bond in the amount of 5% of the Year 1 Budget amount, in the form of a surety bond, certified check, cashiers' check, or money order from a solvent bank or savings and loan association with the Board of County Commissioners of Butler County identified as the obligee. Bid bonds will be returned to unsuccessful proposer(s) upon contract award or rejection of all bids and the successful proposer's bid bond will be returned upon formal approval of a Contract. **Failure to include the bid bond will result in immediate rejection of bid.**

2.5 Proposer must disclose any pending or threatened court actions and/or claims against Proposer, parent company or subsidiaries. Information will not necessarily be cause for rejection of proposal however withholding the information may result in rejection of the proposal and/or contract.

2.6 Proposers or their representatives shall not communicate with any individual(s) or official(s) associated with the project or any Butler County employee(s) other than the contact person identifies in Section 5.1 Contact Person. Any attempted communication with unauthorized individuals will result in rejection of proposal.

**2.7** Proposer shall not hire subcontractors in connection with the work represented in this RFP without prior written approval by BCDJFS and shall identify their intent to utilize subcontractors in any ensuing contract. Subcontractors will be held accountable to the same contract terms as the Proposer.

**2.8** Proposer must certify that the proposal will remain in effect and unchanged for a minimum of one hundred fifty (150) days from proposal due date.

**2.9** Butler County shall not be responsible for costs incurred by Proposer in the preparation of the Proposal or procurement for services or supplies pursuant to the RFP.

**2.10** The successful Proposal, this RFP and other applicable addenda will become part of the final Contract. In the event of conflict or contradiction between contract language, the RFP and the successful Proposal, the following order of precedence will be implemented:

**(A)** The final contract exhibits and attachments.

**(B)** The Request for Proposal.

**(C)** The successful proposal.

### **3.0 MANDATORY SERVICE REQUIREMENTS**

#### **3.1 TRANSPORTATION SERVICE DELIVERY**

**(A)** BCDJFS prefers a service provider that is Medicaid certified in the State of Ohio.

**(Q1) Provide information regarding Medicaid certification. (30 points)**

**(B)** BCDJFS requires transportation services twenty-four (24) hours per day, seven (7) days per week.

**(Q2) Describe your ability to provide transportation services twenty-four hours per day, seven days per week. (5 points)**

**(C)** Transportation services shall be executed in manner as to allow Participants to meet the time constraints of their appointments. Proposer will be required to demonstrate, maintain, and report on-time compliance for transportation services.

**(Q3) Describe your ability to provide timely transport, including timeframe for scheduled pick-up (pick-up window). (5 points)**

**(D)** Proposal shall include the availability to provide a limited number of "Emergency" transportation trips daily. Emergency transportation is defined as a transportation trip required by a Participant that was not scheduled per the scheduling guidelines negotiated between the Proposer and BCDJFS. Emergency transportation trips would be utilized **only** for medical appointments for youth with unexpected illness. Transportation would occur from Participants home or school to medical facility. BCDJFS may choose to **NOT** include emergency transportation trips in the final contract.

**(Q4) Describe your emergency transportation policy, including scheduling procedures. (5 points)**

**(E)** Proposer shall obtain Participant signature for each completed transportation trip as documentation of services provided.

**(Q5) Describe your procedure for obtaining client signature for completed trip. (5 points)**

**(F)** Proposer shall maintain a call center operation with a toll-free telephone number, accessible twenty-four (24) hours per day, seven (7) days per week, to receive phone calls from Participants, BCDJFS or their designee(s) for transportation scheduling purposes.

**(Q6) Describe your call center operations, policies, and procedures. (15 points)**

**(G)** Transportation may be scheduled directly by participant, BCDJFS, or their designee(s), based on specific program requirements. Proposer will be required to know program scheduling requirements and schedule transportation accordingly. Participants may be eligible for transportation under multiple programs. Proposer will be required to schedule clients under multiple programs as needed.

**(1)** NET and PRS participants may schedule directly through the call center.

**(2)** MG, BCCS, CCMEP and ES participants are scheduled by BCDJFS or their designee(s) via phone or email.

**(Q7) Describe your scheduling process, from initial contact to request transportation to client notification of scheduled pick-up time. (10 points)**

**(H)** Eligibility requirements are different for each program. Proposer will be required to ensure that participant eligibility has been verified prior to scheduling transportation. Final details regarding eligibility verification procedures will be negotiated with the successful Proposer.

**(1)** NET, PRS and MG Participants must be Medicaid eligible as verified through the Ohio Medicaid Information Technology System (MITS).

**(2)** BCCS, CCMEP and ES Participant eligibility is determined by BCDJFS staff or their designee(s).

**(Q8) Describe your ability to ensure Participant eligibility prior to scheduling transportation. (10 points)**

**(I)** Where applicable, Proposer will be required to complete return trip transportation by where the Participant will call the service provider upon completion of their appointment to schedule a return trip, (i.e., "Will Call"). Response time between receipt of initial Will Call request from Participant to vehicle arrival at Will Call pick-up location shall be no more than one (1) hour.

**(Q9) Describe your will call policy & procedures, including response time for will call trips. (5 points)**

**(J)** When and where Proposer combines transportation trips for separately scheduled Participants into the same vehicle for transportation trips to the same and/or local destinations, Provider shall ensure that the combination of transportation trips shall not increase a Participants normal ride time by more than one (1) hour, per one-way trip.

**(1)** Participants returning from chemotherapy or dialysis cannot be combined if/when the combined trip would increase the time of a direct trip by more than 30 minutes.

**(Q10) Describe your policy/procedures for combined trips. (5 points)**

**(Q11) Describe your policy/procedures for scheduling and transporting chemotherapy and/or dialysis patients. (10 points)**

**(K)** Proposer will be required to provide group transportation to minor Participants enrolled at specialized day treatment programs (Minor Group/MG). Minor Participants may be combined with other day treatment program minor Participants but cannot be combined with any other Participants. Combined transportation for minor participants to different day treatment programs shall not increase a participant's normal ride time by more than one (1) hour, per one-way trip.

**(1)** Group transportation will require a monitor on board. Monitors must be supplied by the Proposer and in some instances may be provided by the day treatment program.

**(2)** Transportation to specialized day treatment centers must be pre-approved by BCDJFS. Current approved locations are Butler County Therapeutic Interagency Preschool Program (TIPP), Positive Leaps, and Applied Behavior Services.

**(Q12) Describe your ability to provide group transportation to minor participants to/from specialized day treatment centers. (5 points)**

**(L)** Participant minor(s), ages 0 – 17, eligible for transportation through NET, MG, PRS, BCCS, and ES shall be accompanied by an adult caretaker or Monitor. Participant minor(s), ages 14 – 17 who are eligible for transportation through CCMEP may be transported without the requirement for an adult caretaker or Monitor.

**(Q13) Describe your ability to transport minors with and without adult caretaker/Monitor. (5 points)**

**(M)** Mileage per trip shall be calculated from Participant pick-up address to destination address and shall not include mileage incurred to pick up additional Participants riding in vehicle to same or local destinations. Proposer will be required to track and report actual mileage regardless of billing unit utilized for ensuing contract.

**(Q14) Describe your policy/procedures for calculating mileage. (5 points)**

**(N)** The Provider will be required to provide transportation services during inclement weather. Transportation services may be canceled or delayed **only when a Level 3 Weather Emergency has been issued for the county in which the transportation trip begins or ends.**

**(Q15) Describe your policy for weather emergencies. (5 points)**

**(O)** Proposer may be required to provide transportation services to Participants with language barriers.

**(Q16) Describe your policy/procedures for transporting Participants with language barriers. (5 points)**

**(P)** Proposer will be required to have a dedicated employee(s) available during normal business hours to accept and respond to any/all complaints. Proposer will individually address and document the resolution of each complaint and maintain information in an appropriate database or spreadsheet and shall make complaint information available at regularly scheduled intervals and/or upon BCDJFS request.

**(Q17) Describe your policy/procedure for complaint resolution, including tracking and reporting. (10 points)**

**(Q)** Proposer shall immediately notify BCDJFS, via telephone or email of any accident, injury and/or incident and shall follow-up with a written report within one (1) business day.

**(Q18) Describe your procedures for incident reporting. (5 points)**

**(R)** Proposer will be required to implement a customer satisfaction survey within the first six (6) months of the contract start date. Survey should be easily accessible, with the ability to be completed within a minimal time frame. Customer survey results shall be made available at regularly scheduled intervals or upon BCDJFS request.

**(Q19) Describe your current customer satisfaction survey or ability to implement survey, including how survey information is reported to BCDJFS. (5 points)**

**(S)** BCDJFS will not pay a separate transportation trip charge for companion or additional persons riding with the Participant and going to the same location. Additional person includes, but is not limited to spouse, parent, child, sibling or other caretaker assisting the Participant.

**(Q20) Describe your policy/procedure for companion or additional person(s) riding with Participant. (5 points)**

**(T)** BCDJFS will not reimburse the Proposer for transportation trips that are not completed or canceled in a timely manner by the Participant (“no-show”).

**(Q21) Describe your policy/procedure for no-show transportation trip(s). (5 points)**

**(Q22) Describe your policy/procedure for canceled transportation trip(s). (5 points)**

(U) BCDJFS reserves the right to add and/or delete BCDJFS programs eligible for transportation services as needed during the contract period as needed, without the requirement of a formal contract amendment.

### **3.2 STAFFING**

#### **(A) All Staff:**

(1) Any vendor, owner, manager, or direct service employee that is listed as sanctioned or excluded under the following databases shall not provide services under any ensuing contract:

(a) United States General Services Administration System for Award Management.

(b) Office of Inspector General US Department of Health and Human Services List of Excluded Individuals / Entities (LEIE).

(2) All employees shall have a Bureau of Criminal Investigation and Identification (BCII) check (criminal and fingerprint) completed upon hire and yearly thereafter. If the employees work history and previous residential locations indicate similar checks outside the State of Ohio are appropriate, Provider shall complete and document criminal record checks from other locations.

(3) Any employee that has been convicted of or plead guilty to any of the laws contained in Ohio Administrative Section 5101:2-5-09 shall not come into contact with BCDJFS Participants, (Reference Attachment I).

(4) All Drivers and Monitors shall prominently always display a picture ID badge when providing transportation for BCDJFS Participants. ID badge shall include, but not be limited too, employee name/picture and the company name and logo.

(5) BCDJFS may request Proposer not use an employee or prospective employee as a vehicle driver or monitor based on confidential information. The name and social security number of all staff providing services under the ensuing contract shall be made available to BCDJFS upon request.

#### **(B) Drivers:**

(1) All drivers providing services under the ensuing contract must have a current and valid Ohio driver's license on file. Drivers must be at least nineteen (19) years of age and have had a valid driver's license for three years.

(2) Proposer shall obtain and maintain in the employee's personnel file, a copy of the employee's driving record from the Bureau of Motor Vehicles for any/all employees used as a driver. Driving record shall cover a minimum of a 10-year period and must be updated and reviewed annually. Employees shall not operate a vehicle under the terms of the ensuing contract if any of the following exist:

(a) Employee has a condition that would affect the safe operation of a motor vehicle.

(b) Employee has six (6) or more points against their drivers' license.

(c) Employee has been convicted of driving under the influence of alcohol/drugs.

#### **(C) Monitors:**

(1) Proposer will be required to supply an employee (Monitor) to accompany a minor Participant for transportation service to/from specialized day treatment centers which are pre-approved by BCDJFS. No more than one Monitor will be funded per vehicle.

**(2)** Proposer shall have a Driver and Monitor in the vehicle at all times when the minor participant is in the vehicle, except for when Monitor is escorting the minor Participant to/from the vehicle to/from the destination.

**(3)** Monitors requirements include, but are not limited to:

**(a)** Constantly observe/monitor Participant(s) to whom they are assigned while in transit.

**(b)** Provide assistance to Participant(s) in the vehicle.

**(c)** Intervene only to prevent injury from occurring to a Participant.

**(d)** Inform the Driver of any situation that threatens or appears to threaten the well-being of any Participant.

**(e)** Notify Program-Based facility staff and BCDJFS of any significant Incident that occurred during transit.

**(f)** Release children only to authorized individuals and confirm the identity of any individual to whom child is released to.

**(Q23) Describe staffing required to provide services under ensuing contract (driver, call center, monitor, administration, other). (15 points)**

**(Q24) Describe employee hiring policy/procedures. (10 points)**

**(Q25) Describe training requirements for staff. (10 points)**

**(Q26) Given the ongoing staffing issues experienced by local industry, what is your agency doing to hire and/or maintain staffing at a level to adequately provide services. (10 points)**

### **3.3 VEHICLE REQUIREMENTS**

**(A)** Proposer shall ensure a sufficient number of vehicles are available to transport Participants during normal transportation, will calls and/or emergencies and shall furnish a complete list and description of its fleet of vehicles including, but not limited to make, model, year, vehicle identification number (VIN), license number and type of equipment on vehicle (example: wheelchair lift).

**(B)** All vehicles shall meet the following:

**(1)** Be equipped with enough seat belts to accommodate all persons in the vehicle.

**(2)** Be equipped with a first aid kit, a blood born pathogen kit, and a communications device of sufficient capacity to cover Butler County and the surrounding area.

**(3)** Prominently display the Provider's name and logo.

**(4)** Conform to, be equipped, maintained, and inspected per all federal, state, and local laws.

**(C)** Provider shall keep all vehicles to be used for transportation in good working order with an established maintenance program and upon BCDJFS request, provide proof of regular preventative maintenance.

**(D)** Proposer shall provide age and weight appropriate car/booster seats for all children less than eight (8) years of age and/or under four feet nine inches (4'9") in accordance with Ohio Revised Code 4511.81. Provider shall routinely inspect car seats for damages, defects, and out-of-date seats. Inspections shall be documented and made available to BCDJFS upon request.

**(Q27) Describe the number and availability of vehicles necessary to provide services under ensuing contract (attach vehicle list). (15 points)**

**(Q28) Describe your vehicle maintenance policy. (5 points)**

**(Q29) Describe your car/booster seat policy/procedure, including inspections. (5 points)**



### **3.4 ADMINISTRATIVE**

**(A)** Proposer, its agents, and its employees must comply with all federal and state laws applicable to BCDJFS and guarantee that transportation services be performed in a timely, courteous, and professional manner, adhering to or exceeding standards and acceptable practices of the transportation industry and in accordance with all applicable specifications contained within this RFP and through the terms of the awarded and executed contract.

**(1)** The successful proposer will be required to comply with the contract requirements identified in the BCDJFS Purchase of Service Contract (reference Attachment B). Transportation service requirements will be listed on an Exhibit 1 and reimbursement for services will be listed on an Exhibit 2 and included with the Purchase of Service Contract.

**(Q30) Describe your ability to comply with federal and state laws. (5 points)**

**(Q31) Describe your ability to comply with all Contractual requirements. (5 points)**

**(B)** The Proposer must keep confidential all information conveyed by BCDJFS in the course of work and shall be required to follow all rules and regulations regarding the Health Insurance Portability and Accountability Act (HIPAA) as defined by 42 U.S.C.1320d-1320d8, 45 C.F.R 164.501, 164502(e), 164.504(e), and ORC 3798 & 5101.27.

**(Q32) Describe your ability to meet confidentiality requirements. (5 points)**

**(Q33) Describe your agency's HIPAA policy. (5 points)**

**(C)** The Proposer will be required to document and make available to BCDJFS, at regular intervals or upon request, appropriate records for the transportation activity provided under the ensuing contract. Documentation may include but is not limited to date/time transportation trip was scheduled, Participant appointment time, program identification, completed transportation trip information (Participant pickup time and drop-off time, Participant signature for completed trips), Participant no-shows, cancellations, accident/incident reports, mileage, and/or unduplicated ridership per program. Specific reporting requirements are subject to change at any time during the contract period. Final details regarding documentation and reporting requirements will be negotiated with the successful Proposer.

**(Q34) Describe your ability to document and report service delivery, including information to be captured and record keeping policy/procedures. (10 points)**

**(D)** The Proposer shall obtain and maintain during the entire contract period, an annually renewable performance bond equal to ten percent (10%) of the contract amount. The performance bond must be submitted to BCDJFS within ten (10) business days of contract commencement, or within a time period negotiated between BCDJFS and Provider. An escrow account may be established in lieu of the performance bond.

**(Q35) Describe your ability to obtain and maintain a performance bond for the contract period. (5 points)**

**(E)** Proposer shall submit an implementation plan outlining the significant tasks required to implement transportation services by contract start-date and a timeframe for each. **(Q 36 / 15 points)**

**(F)** Agency/Company History – Provide a brief history of your organization, including your primary line of business, date established, the number of years of relevant experience, and the total number of employees. Provide the address for your main office and any service locations. Describe how the agency/company is owned, including business type (corporation, partnership, or sole proprietorship), including any subsidiary and/or affiliate companies, and their percentage of interest/ownership. **(Q37 / 5 points)**

**(G)** Provide a Table of Organization that clearly distinguishes programs and channels of communication and the relationship of the proposed services to the total company. **(Q38 / 5 points)**

**(H)** Proposer shall submit no less than three (3) letters of reference for whom services were provided (similar in nature and functionality to those requested by BCDJFS). References shall include at a minimum, company name, contact person, address, phone number, nature of relationship, services performed, and time-period of services provided. Reference letters from Butler County or BCDJFS employees are not acceptable. **(Q39 / 10 points)**

**(I)** Proposer shall submit a copy of the most recent independent annual audit report. Sole proprietors and for-profit entities shall submit prior two (2) years federal income tax returns and most recent yearend balance sheet and income statement. If no audited statements are available Proposer must supply equivalent financial statements certified by Provider to reflect the Proposers financial status fairly and accurately. It is the responsibility of the Proposer to redact tax identification number from all documents prior to submission to BCDJFS. **(Q40 / 5 points)**

**(J)** Proposer must disclose any pending or threatened court actions and/or claims against proposer, parent company or subsidiaries. If Proposer is not involved with any court actions or claims report as “no disclosure to report”. **(Q41 / 5 points)**

**(K)** Proposer must submit a letter of intent from any subcontractor indicating their commitment, type, and volume of service(s) to be provided and three (3) references for subcontractor and a current certificate of insurance for subcontractor. If Proposer will utilize subcontractors for the contract and subcontractors are not yet known, submit a plan detailing how your organization will engage the needed number of subcontractors in order to be fully operational by the first service date of any ensuing contract. **(Q42) 0-point value, however failure to include when it is your intent to utilize subcontractors will result in a negative impact on total score of -15 points).**

**4.0 TRANSPORTATION SERVICE STATISTICS**

**(A)** BCDJFS transportation statistics listed below:

	July 1, 2020 – June 30, 2021	July 1, 2021 – June 30, 2022
NEMT/PRS	70,310	67,482
MINOR GROUP	4,673	6,932
BCCS	2,390	2,241
CCMEP	2,670	5,301
ES	951	428
ABAWD	0	4
<b>TOTAL COMPLETED TRIPS</b>	<b>80,994</b>	<b>82,388</b>
<b>MILEAGE FOR TRANSPORTS</b>	<b>856,270</b>	<b>803,251</b>
<b>NUMBER OF NO-SHOW TRIPS</b>	<b>13,950</b>	<b>13,521</b>
<b>NUMBER OF CANCELED TRIPS</b>	<b>31,034</b>	<b>31,132</b>

(B) BCDJFS does not guarantee transportation referrals in an amount to equal or exceed the volume identified here.

(C) BCDJFS will not release specific address information due to Medicaid and/or HIPAA requirements and/or regulations.

## 5.0 PROPOSAL GUIDELINES

**5.1 Contact Person:** The contact person for this RFP is:

Lisa Jones, Contract Evaluator, Butler County Department of Job and Family Services

315 High Street, 9<sup>th</sup> Floor, Hamilton, Ohio 45011

Fax: (513)887-4231 E-mail address: LisaR.Jones@jfs.ohio.gov

**5.2 RFP Questions/Information Request:** All RFP questions, requests for information or clarification regarding the RFP or RFP process shall be directed only to the RFP contact person listed above.

(A) Questions may be faxed or emailed to the RFP contact person and will be answered in the order in which they are received.

(B) The latest date to submit a question shall be **November 10, 2022**.

(C) BCDJFS will respond to all questions periodically throughout the RFP process with a final response date of **November 15, 2022**.

(D) Proposers are encouraged to submit questions prior to the bidders' conference.

**5.3 RFP Registration:** To register for the RFP proposers shall submit via email, the Proposers contact person's name, company name and address, fax number and email address. **Proposers that register for the RFP will receive copies of all questions/answers periodically throughout the RFP process, and/or direct receipt of any RFP addenda.** The latest date to register for the RFP is **November 10, 2022**

**5.4 Bidders Conference:** A Bidders Conference is scheduled for **October 4, 2022, at 2:00 pm**, local time at Ohio Means Jobs | Butler County, 4631 Dixie Highway, Fairfield, Ohio 45014. All prospective bidders are encouraged to attend the bidders' conference. Attendees should bring their own copy of the RFP (copies will NOT be available).

**5.5 RFP Modification:** BCDJFS may modify or amend the RFP by the issuance of one or more addenda no later than **November 15, 2022**. Any addenda issued for this RFP will be forwarded to all registered proposers and posted to [www.butlercountyohio.org/commissioner](http://www.butlercountyohio.org/commissioner), (select "Project Bids").

**6.0 PROPOSAL CONTENT: Proposal must be submitted in the following format:**

**Section 1 BID BOND:** Attach to original proposal only. **Failure to include Bid Bond will result in immediate disqualification of proposal.**

**Section 2 PROPOSAL RATE/COST:** Proposer shall complete in its entirety and sign the Proposal Rate/Cost Form, (Reference Attachment E). (50 points)

(A) Points will be awarded based on lowest unit rate / overall cost as follows:

- (1) 30 points for lowest cost
- (2) 15 points for second lowest cost
- (3) 5 points for third lowest cost
- (4) 0 points for all other cost

**Section 3 Program Components / Summary of Services:** Taking into consideration the mandatory provider/service delivery requirements detailed in Section 3, Proposer shall respond to Questions 1 – 42.

**Section 4 Budget and Budget Narrative**

Proposers shall furnish a separate line-item budget for each contract year, detailing all cost classifications and applicable costs used to determine reimbursement for the proposed services. (Reference Attachment C, Budget Forms and Attachment D Budget Form Instructions). The Proposer shall include a budget narrative containing a detailed description of the cost and the calculations used to determine the amounts included in the line-item budget. Proposers must provide justification for all costs as the basis for determining if all proposed costs are reasonable and necessary. **(30 points)**

**(A)** How does the fluctuation of the economy affect the cost of services and how will your agency manage the changes to the cost of services (increases and decreases) as related to the provision of services under any ensuing contract. (10 points)

**(B)** Reimbursement must be identified as a unit rate and must be supported by the budget. Proposer shall include a detailed narrative and calculations which demonstrates how the unit rate was derived from the total budget costs and shall include a definition for each unit rate, to include when/how applicable to the service provided. **(20 points)**

**(C)** Proposals submitted that include a unit rate not identified on the proposal rate sheet or any alternative proposal should be listed as “Other” on the proposal rate sheet and should include supporting documentation.

**(D)** Any proposal that includes a fuel surcharge shall also include the following:

- (1)** Proposed base price of fuel per gallon, including methodology used to determine the base price of fuel per gallon.
- (2)** Average miles per gallon fuel consumption per vehicle type.
- (3)** Detailed explanation of how and when fuel surcharges are applied.

**(E)** Proposers shall identify Profit as a separate line item within the budget.

**(1)** Profit will be a separately negotiated element of price pursuant to OAC 5101:9-4-07 for all for-profit organizations.

**(F)** Unallowable costs as identified in Attachment J shall not be included in determining the reimbursement rate for this contract.

**(G)** Direct Costs are identified as allowable expenditures that are 100% identifiable to this program

**(H)** Indirect Costs are identified as any cost incurred for a common or joint purpose benefitting more than one service area or cost objective. BCDJFS policy limits indirect cost to a maximum of ten percent (10%) of direct salaries, wages, and benefits.

**(1)** Proposers that have a Federally negotiated indirect cost rate that is higher than ten percent (10%) should submit supporting documentation and/or letter of certification with their proposal.

**Section 5 Required Forms \*\*Attach to Original Proposal only (5 points)**

**(A)** Delinquent personal property tax affidavit (Attachment G).

**(B)** Form Sub W-9 (Attachment H)

**(C)** Workers compensation insurance certificate.

(D) Current certificate of professional insurance and commercial general liability insurance with limits of not less than one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) in the annual aggregate per occurrence (Reference Attachment B for insurance contractual requirements).

(E) Proposal Signature Page (Attachment F).

## **7.0 PROPOSAL SUBMISSION**

By submitting a Proposal, the Proposer will be held accountable to know the specifications and conditions under which the resulting contract will be accomplished, including, but not limited to the contents of all proposal documents, regulations, and applicable laws. All proposal packets submitted will be time and date stamped and/or a receipt issued upon delivery at BDJFS. Timely submission of proposals is the sole responsibility of the proposer. Receipt of proposal after deadline will result in immediate disqualification.

Materials received constitute public information as a matter of statutory law and will be made available for public inspection upon request pursuant to Ohio Revised Code 149.43. Any portion of the proposal to be held confidential should be marked "PROPRIETARY" in the upper right corner and will not be considered public record if it clearly falls within an exemption enumerated in ORC 149.43. Pricing pages of the proposal document shall be considered public information.

**Proposal packets must be sealed and shall be clearly marked with name and address of the proposer and "BCDJFS – Proposal on Contract No. 22-11-559 and must be hand delivered, delivered via U.S. Postal Service or other mail delivery service no later than 10:00 AM local time on November 22, 2022, to Butler County Department of Job and Family Services, 315 High Street, 9<sup>th</sup> Floor, Hamilton, Ohio 45011.**

Proposer shall submit one (1) original proposal and five (5) copies of the proposal. The original proposal must be marked "ORIGINAL" on the cover and must bear the actual original signature(s) of the person(s) authorized to sign/submit the proposal.

### **Proposals should be submitted as follows (20 points):**

(A) Printed in black on white paper size 8.5" x 11" (no color copies).

(B) Printed in Arial (or similar) font, 10 or 12 pt., with margins of 1" on each side.

(C) Pages must be numbered sequentially at the bottom of the page.

(D) Divided into the categories listed in Section 6 Proposal Content and include a heading which clearly indicates the section and subject matter.

(E) Each proposal shall be bound with paperclips or binder clips only, **do not use staples, specialized bindings or coverings of any type or form**

(F) Original proposal must be printed on 1 side of paper only (copies may be printed on both sides of paper at Proposers discretion).

## **8.0. PROPOSAL OPENING**

The RFP proposal opening will be conducted in the presence of BCDJFS and/or other Butler County personnel.

## **9.0 PROPOSAL EVALUATION**

**9.1** Contract(s) will be awarded to the lowest and best proposer(s) whose proposal meets the requirements and criteria set forth in the RFP. Factors that determine the lowest and best proposal include, but are not limited to the following (ranked in order of relative importance):

(A) Capability of the proposer to perform the contracted services.

- (B) Price.
- (C) References and/or other administrative requirements.
- (D) Responsiveness to the bid.

## **9.2 Evaluation Process**

**(A) Stage 1 – PRELIMINARY REVIEW--** A preliminary review of proposals will be conducted to determine if proposal was submitted timely and includes the required bid bond. Proposals that pass Stage 1 will be forwarded to the Stage 2 Evaluation Committee for review.

**(B) Stage 2 –EVALUATION COMMITTEE REVIEW-** Proposals that qualify for the Stage 2 evaluation will be reviewed, evaluated, and rated by a review committee composed of BCDJFS and/or other Butler County staff based on points assigned to each proposal requirement and identified on the Proposal Evaluation Rating Form (Reference Attachment K).

**(C) Stage 3 OPTIONAL --** The review committee may request additional information from sources other than the written proposal to evaluate or to clarify the proposal. Other sources of information may include, but are not limited to the following:

- (1) Written responses from Proposer to clarify questions posed by Review Committee. All questions/answers must be in writing.
- (2) BCDJFS may request proposer(s) provide an oral presentation.
- (3) BCDJFS may request a site visit.

## **9.3 Proposal Selection**

Based on the evaluation results BCDJFS may select a Provider(s) for services. Proposal selection does not guarantee a contract for services will be awarded. The Board of County Commissioners of Butler County has final authority to approve and award contracts.

Though it is hoped and expected that Provider selection will be made from this process, BCDJFS reserves the right to discontinue the selection process at any time and begin the entire process anew or to not make any awards based on this bid.

## **9.4 Post Proposal Meeting**

Providers who submitted timely proposals that wish to obtain clarifying information regarding their non-selection may request a post proposal meeting in writing within fourteen (14) days after the date of notification of the decision. A meeting will be scheduled within twenty-one (21) days of BCDJFS receipt of the meeting request.

## **9.5 Public Records Request Regarding this RFP**

Per ORC 307.862(c), in order to ensure fair and impartial evaluation, proposals and other supporting documentation to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under ORC 149.43, shall not be available through a public records request until after the Contract is fully executed by the Board of County Commissioners, Butler County.

**Request for Proposal for Transportation Services, Contract No. 22-11-559**  
**Attachment A, Definitions**

**(1) Ambulatory Transportation:** Transportation primarily intended for persons who are able to travel without significant assistance.

**(2) Curb-to-Curb Service:** The level of transportation service in which the Participant is picked up at the curb by their location of origin and dropped off at the curb by their destination. The driver may help Participants with boarding and exiting but does not provide assistance in getting from the door of the building to the curb or vice versa.

**(3) Incident:** Any occurrence that impacts the provision of normal transportation services and thereby interferes with the strict performance of the transportation service. Examples include, but are not limited to vehicle accident, Participant fall and/or injury, disruptive Participant behavior, health, hygiene or medical event for person on board, seat belt or wheelchair securement issue, late pick-up or vehicle no-show.

**(4) Monitor:** A person who serves to assist or ensure the safety of one or more Participants during transport, by following designed Participant-specific assignments and providing supervision and assistance to all Participants on the vehicle when necessary and providing mobility assistance upon entering or exiting the vehicle.

**(5) Non-Ambulatory Transportation:** Transportation provided by a motor vehicle that is specifically equipped to carry one or more persons who use a wheelchair or other mobility devices.

**(6) No-show:** Scheduled transportation trips that are not completed or canceled in a timely manner by Participant.

**(7) One-way Trip:** Transportation of a Participant between the pick-up point (origin) and the drop-off (destination) point. The return trip to the origin point is considered a separate One-way Trip.

**(8) Participant:** A person eligible for transportation service under the ensuing contract.

**(9) Program Identification:**

- (a) Non-emergency Medicaid Transportation (NET)**
- (b) Pregnancy Related Services NEMT (PRS)**
- (c) Minor Group NEMT (MG)**
- (d) Butler County Children Services (BCCS)**
- (e) Employment Success Program (ES)**
- (f) Comprehensive Case Management and Employment Program (CCMEP)**
- (g) Able Bodied Adult Without Dependents (ABAWD)**

**(10) Minor Group Program-Based Transportation:** Transportation that occurs on a regular schedule (e.g. daily) to a common program or destination facility, typically provided on a scheduled route, grouped trip basis. Program-Based transportation includes, but is not limited to, transportation to the following programs: (1) Butler County Therapeutic Preschool Program, (2) Positive Leaps and (3) Applied Behavior Services. Transport to any other program-based service requires prior written approval by BCDJFS.

**(11) Will Call:** Return trip transportation when pick-up time is unknown. Participant will contact transportation provider upon completion of their appointment to initiate transportation. Response time between initial Will-Call request to vehicle arrival at pick-up location shall be no more than one (1) hour.

## Butler County Department of Job and Family Services

### Purchase of Service Contract

This Purchase of Service Contract ("Contract") is entered into by and between the Board of County Commissioners of Butler County Ohio through and on behalf of Butler County Department of Job and Family Services ("BCDJFS) and **(PROVIDER NAME)** an Ohio**(TYPE OF ORGANIZATION)** , ("Provider"), with its main office located at**(PROVIDER ADDRESS)** , whose telephone number is**(PHONE NUMBER)** , for the purchase of **(ADD PROGRAM INFORMATION AS NEEDED)** services identified under Exhibit 1, Services To Be Purchased.

This instrument embodies the entire contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Contract.

#### 1. TERM / CONTRACT AMOUNT

This is an award to the Provider based on Request for Proposal Number 22-11-559 issued (enter issue date) for Transportation services. This contract shall be effective from April 1, 2023 through March 31, 2025 inclusive, unless otherwise terminated or extended by formal amendment at BCDJFS discretion.

The maximum amount payable for this Contract shall not exceed (enter contract amount).

This is a State-mandated service and an increase in usage may require an amendment to increase the contract amount. If an increase is required, BCDJFS, at its discretion, may amend this contract pursuant to Article 7 – Amendment.

#### 2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Contract and Exhibits (such Exhibits are deemed to be a part of this contract as fully as if set forth herein), Provider agrees to perform the services as described in Exhibit 1, Services to be Purchased, and Exhibit 2, Reimbursement Policy.

#### 3. EXHIBITS

When variations occur between the contract language and the language of Exhibit 1, Exhibit 2 and any attachments, referenced within said exhibits, the language of Exhibit 1, Exhibit 2 and any attachments shall govern.

The extent to which any of the terms of this Contract shall be made inapplicable or amended are set forth in Exhibit 3, attached to this Contract. If an Exhibit 3 is **not** attached to this Contract, all terms of this Contract shall be in full force and effect according to the terms of this Contract, Exhibit 1, and Exhibit 2.

#### 4. ELIGIBILITY

Unless otherwise defined in Exhibit 1, service is to be provided only for referrals made to Provider by BCDJFS on behalf of a BCDJFS client.

#### 5. NON-EXCLUSIVE

This Contract is a non-exclusive, and BCDJFS may purchase the same or similar items or services from other vendors at any time during the term of this Contract. Provider acknowledges that, by entering into this Contract, BCDJFS is not making any guarantees or other assurances as to the extent, if any, that BCDJFS will utilize Provider's services or purchase its goods.



In this same regard, this Contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties, so long as such additional contractual work does not impede Provider's ability to perform the services required under this Contract.

## **6. AVAILABILITY OF FUNDS**

This Contract is conditioned upon the availability of federal, state or local funds which are appropriated or allocated for payment of this Contract.

If funds are reallocated in lesser quantities than the initial allocation, BCDJFS may reduce the scope of service purchased and/or reduce the total contract dollars. If funds are not allocated or available for the continuance of the function performed by Provider hereunder, the products or services directly involved in the performance of that function may be terminated by BCDJFS at the end of the period for which funds are available. BCDJFS will notify Provider at the earliest possible time of any product or services which will or may be affected by a shortage of funds.

No penalty shall apply to BCDJFS in the event this provision is exercised and BCDJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination or reduction under this section.

## **7. AMENDMENT**

This Contract may be amended, upon agreement of both parties, by a written document signed by a duly authorized representative of each of the parties. Any such modification shall be attached hereto and become a part hereof and shall be executed in the same fashion as the original.

BCDJFS reserves the right to amend or renegotiate the Contract if the requirements of the program are substantially changed by the Ohio Department of Job and Family Services ("ODJFS"), thereby necessitating changes to the program delivery structure to ensure compliance with the rules and regulations governing the administration of the program.

Contracts may not be amended after lapse or termination of this Contract.

## **8. TERMINATION**

This Contract may be terminated by either party upon notice, in writing, delivered to the other party prior to the effective date of termination. Should Provider wish to terminate this Contract, Provider shall deliver the notice of termination thirty (30) days prior to the effective date of termination. Should BCDJFS wish to terminate, BCDJFS may do so immediately upon delivery of the termination notice.

Should Provider become unable to complete the work requested in this Contract for any reason, such work as Provider has completed upon the date of its inability to continue the terms of this Contract, shall become the property of BCDJFS. Upon BCDJFS request, Provider shall furnish a report including, but not limited to, a description of the status of all work under this contract, results, and conclusions resulting therefrom.

Should Provider become unable to provide the services agreed to in this Contract for any reason or if Provider otherwise materially breaches this Contract, such services as Provider has provided upon the date of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of Contract Section 19- REIMBURSEMENT and Exhibit 2, subject to any claim or set-off by BCDJFS for overpayment or other causes.

BCDJFS shall not be liable to tender and/or pay to Provider any further compensation after the date of Provider's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by BCDJFS.

Notwithstanding the above, Provider shall not be relieved of liability to BCDJFS for damages sustained by BCDJFS by virtue of any breach of the Contract by Provider. BCDJFS may withhold any compensation due Provider for the purpose of off-set until such time as the amount of damages due BCDJFS from Provider is agreed upon or determined by court order and an agreement for payment thereof is executed by the parties in writing.

## 9. PUBLIC RECORD

This Contract is a matter of public record under the laws of the State of Ohio. Provider agrees to make copies of this Contract promptly available to any requesting party. Upon request made pursuant to Ohio law, BCDJFS shall make available the Contract and all public records generated as a result of this Contract.

By entering into this Contract, Provider acknowledges and understands that the records maintained by Provider pursuant to this Contract may be deemed public records and subject to disclosure under Ohio law.

## 10. INSURANCE

Provider agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damage to property which may arise from or in connection with Provider's products or services as described in this Contract; auto liability; professional liability (errors and omissions) and umbrella/excess insurance. Further, Provider shall procure and maintain for the duration of this Contract Workers Compensation coverage. The cost of the insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurance provider with an A.M. Best rating of no less than A.. Provider shall purchase the following coverage and minimum limits:

**A) Commercial general liability** insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or the equivalent with limits of at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate and at least one hundred thousand dollars (\$100,000.00) coverage in legal liability fire damage. Coverage shall include:

- 1) Additional insured endorsement;
- 2) Product liability;
- 3) Blanket contractual liability;
- 4) Broad form property damage;
- 5) Severability of interests; and
- 6) Joint venture as named insured (if applicable).

**B) Endorsements** for physical abuse claims and for sexual molestation claims at a minimum of three hundred thousand dollars (\$300,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate.

**C) Business auto liability** insurance of at least one million dollars (\$1,000,000.00) combined single limit on all owned, non-owned, leased and hired automobiles. If the Contract contemplates the transportation of BCDJFS clients and Provider provides this service through the use of its employees' privately-owned vehicles, then Provider's Business Auto Liability insurance shall be excess to the employees' privately-owned vehicle insurance and shall provide coverage above its employees' privately owned vehicle coverage. Provider's business auto liability policy shall be endorsed to provide this coverage.

Provider shall not allow anyone to transport BCDJFS clients who currently has five (5) or more points on his or her license, has a conviction for driving while under the influence of alcohol or drugs, or is not

insured by a policy with coverage that meets or exceeds the mandatory minimum limits for automobile insurance in Ohio.

**D) Professional liability** (error and omission) insurance of at least one million dollars (\$1,000,000.00) per claim and in the aggregate.

**E) Umbrella and excess liability** insurance policy with limits of at least one million dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:

- 1) Additional insured endorsement;
- 2) Pay on behalf of wording;
- 3) Concurrency of effective dates with primary;
- 4) Blanket contractual liability;
- 5) Punitive damages coverage (where not prohibited by law);
- 6) Aggregates: apply where applicable in primary;
- 7) Care, custody and control – follow form primary;
- 8) Drop down feature.

**F) Workers' Compensation** insurance at the statutory limits required by the Ohio Revised Code.

Provider further agrees that **1)** all commercial general, business auto and umbrella/excess liability policies shall state "Butler County Ohio Board of County Commissioners and Butler County Department of Job and Family Services, their officials, employees, agents and volunteers are endorsed as additional insured parties", **2)** Provider shall notify BCDJFS in writing, thirty (30) days in advance, of any Provider initiated material changes or cancellation of any insurance policy, and **3)** each required insurance policy shall be endorsed to state that each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the Butler County Ohio Board of County Commissioners and BCDJFS.

Provider shall furnish BCDJFS with original certificates of insurance and amendatory endorsements affecting coverage prior to contract commencement. BCDJFS reserves the right to require, at any time during the Contract Term, complete certified copies of all required insurance policies and endorsements affecting coverage.

Provider shall declare any self-insured retention to BCDJFS pertaining to liability insurance. Provider shall provide a financial guarantee, satisfactory to BCDJFS, guaranteeing payment of losses and related investigations, claims, administration and defense expenses for any self-insured retention.

If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following; 1) unlimited extended reporting coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy (tail coverage), or 2) continuous coverage from the original retroactive date of coverage. The original retroactive date means original effective date of the first claim-made policy issued for a similar coverage while Provider was under contract with BCDJFS.

Provider shall fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.

Provider's insurance coverage shall be primary insurance with respect to Butler County Ohio Board of County Commissioners, BCDJFS, their officials, employees, agents and volunteers. Any insurance maintained by Butler County Ohio Board of County Commissioners or BCDJFS shall be in excess of Provider's insurance and shall not contribute to it.

Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of coverage shall constitute a material breach of the Contract.

Any/all subcontractors are subject to the same insurance requirements contained within this Contract, including the insurance requirement in which BCDJFS and the Butler County Ohio Board of County Commissioners are listed as additional insured parties. Provider shall obtain and keep on file copies of all required insurance documents from any subcontractor approved by BCDJFS to provide services under this Contract.

## **11. INDEMNIFICATION**

Provider agrees to protect, defend, indemnify and hold harmless the Butler County Ohio Board of County Commissioners and BCDJFS and their members, officials, employees, agents and volunteers ("Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury, damage or destruction) of whatsoever nature, arising out of or incident to in any way the performance of the terms of this Contract including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) officers, employees and agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract.

Provider agrees to pay all Damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

## **12. ASSIGNMENT AND SUBCONTRACTING**

The parties expressly agree that this Contract shall not be assigned by Provider without the prior written approval of BCDJFS.

The parties expressly agree Provider shall not subcontract any of the services agreed to in this Contract without the express written consent of BCDJFS.

Provider shall enter into a binding legal contract or written agreement with any/all approved subcontractors ("Subcontractors") and shall provide a copy of said contracts to BCDJFS within ten (10) business days of contract execution. All Subcontractors are subject to the same terms, conditions, and covenants contained within this Contract. Provider is responsible for making direct payment to all Subcontractors for any and all services provided by such Subcontractor.

Provider shall monitor any approved Subcontractors to assure all requirements under this Contract are being met. Provider shall notify BCDJFS within one (1) business day when Provider learns that any Subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider shall immediately implement a process whereby either the Subcontractor is immediately brought into compliance or the Subcontractor's contract with Provider is terminated. Provider shall provide BCDJFS with written documentation regarding how compliance will be achieved. In the event of termination of a Subcontractor, Provider shall notify BCDJFS of Subcontractor's termination and shall make recommendations to BCDJFS of a replacement subcontractor. All replacement Subcontractors are subject to the prior written consent of BCDJFS.

Notwithstanding any other provisions of this Contract that affords Provider an opportunity to cure a breach, Provider agrees that the assignment of any portion of this Contract or use of any subcontractor

without the prior written approval of BCDJFS is grounds for BCDJFS to terminate this Contract upon delivery of written notice.

### **13. INDEPENDENT CONTRACTOR STATUS**

Provider and BCDJFS intend that an independent contractor relationship be created by this Contract, and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. Provider shall pay all wages, salaries, retirement plan payments and other amounts due its employees in connection with this Contract and Provider shall make appropriate filings with the taxing authorities to account for and make all payments required by the local, state, and federal authorities to include income tax, social security, and Medicare payments for Provider and any person(s) employed by Provider. Provider shall be responsible for all reports and obligations relating to social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. Provider further agrees to indemnify and hold harmless BCDJFS from any and all claims made to or by the above-mentioned taxing authorities resulting from or related to the performance of this Contract. However, if BCDJFS determines that taxes should be withheld, BCDJFS reserves the right to unilaterally withhold, as appropriate, and to notify Provider accordingly.

Since Provider and BCDJFS are contracting parties independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Provider covenants to expressly indicate to any third-party vendor who is or may be doing business with BCDJFS that it has no authority to bind BCDJFS. Moreover, at no time shall Provider hold itself out as an agent, subsidiary or affiliate of BCDJFS for any purpose, including reporting to any government authority, and shall have no authority to bind BCDJFS to any obligation.

### **14. BREACH OR DEFAULT OF CONTRACT; WAIVER**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, BCDJFS may exercise any and all available administrative, contractual, equitable or legal remedies, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and BCDJFS retains the right to exercise all remedies mentioned herein.

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition. Provider waiver requests shall be submitted in writing to the BCDJFS Director or his/her designee. BCDJFS will respond to waiver requests within ten (10) business days.

In the event of repeated waiver requests both parties agree to meet, at the request of either party, to discuss a possible amendment to the terms of the contract.

### **15. SEVERABILITY**

If any term or provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

### **16. CONFIDENTIALITY**

Provider shall maintain the confidentiality of all BCDJFS clients and shall comply with all federal and state laws applicable to BCDJFS and/or clients of BCDJFS concerning the confidentiality of BCDJFS clients.

Provider agrees that the use or disclosure of information, systems or records concerning BCDJFS clients for any purpose not directly related to the administration of this Contract is prohibited and access to the

identities of any BCDJFS clients shall be limited to that which is necessary for the purpose of performing Provider's responsibilities under this Contract.

No information on clients served will be released for research or other publication without the express written consent of the BCDJFS Director or his designee.

## **17. RECORDS**

Provider shall practice generally accepted accounting practices and procedures and maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all direct costs of any nature incurred by Provider in the performance of this Contract.

Provider shall maintain, protect and preserve in a secure and safe manner all records relating to the services provided and/or used in the administration of the program, including, but not limited to, client records, eligibility determination records, financial records, census records, and documentation of legal compliance with Ohio Administrative Code rules for a minimum of three (3) years after final payment is made under this Contract.

Such records shall be made available at all reasonable times for audit and/or review by duly authorized personnel of BCDJFS, Board of County Commissioners of Butler County Ohio, State of Ohio (including, but not limited to, ODJFS, Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after final payment is made under this contract. If an audit of any nature is initiated during this time period, Provider shall retain such records until the audit is concluded and all issues resolved.

Provider shall assure the maintenance of all records for a like period of time that are in the possession of any third-party performing work related to this Contract, unless otherwise directed by BCDJFS.

Provider shall not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein without the express written consent of BCDJFS.

## **18. UNIT RATES**

When Exhibits 1 and/or 2 of this Contract identify the service to be provided as a purchase of services in **units of service**, or the authorization issued by BCDJFS is to provide a specific number of units of service, it is the responsibility of Provider to determine the number of units approved and to monitor the number of allowable units of services authorized by BCDJFS under this Contract which have been used: (1) individually and (2) collectively. If Provider offers services collectively or individually in excess of the contract limits for the units authorized by BCDJFS for an individual client or for all clients without prior approval by BCDJFS, Provider shall bear the cost of the services provided.

If Provider feels there is a need for additional units of service in individual cases or for the contract as a whole, it is the responsibility of Provider to obtain written approval from BCDJFS administration prior to providing the additional units of service. Lack of diligence in securing such approval in advance shall not operate to the financial prejudice of BCDJFS and thus BCDJFS shall not be obligated to approve or pay for any services provided in excess of those it has authorized.

Should BCDJFS agree to an increase in the authorized number of units of service, amendment language will be formulated by BCDJFS for incorporation into the Contract via BCDJFS' contract amendment process. No contract modifications shall become effective until they are formally amended per Contract Section 7 – Amendment.

## **19. REIMBURSEMENT**

Provider warrants that claims made to BCDJFS for payment of services provided shall be for actual services rendered to eligible clients and further warrants not to duplicate claims made by Provider to other sources of public or private funds for the same service.

BCDJFS agrees to compensate Provider in accordance with the rates outlined in Contract Exhibit 2, Reimbursement Policy, for the services performed by Provider.

All requests for reimbursement shall have adequate supporting documentation. Required documentation specific to this contract is listed in Exhibit 2 – Reimbursement Policy.

Records of service provided to eligible clients and all expenses incurred in the operation of the program shall be maintained per Contract Section 17 - Records. Service and expenses for which there is insufficient documentation will not be reimbursed, or will be recovered through the audit process.

**A) Billing:** Invoices shall be sent each month to BCDJFS within fifteen (15) days of the end of the service month. Provider shall make all reasonable efforts to include all services provided during the service month on the invoice. BCDJFS shall not make payment for any service, based upon either an initial invoice or a supplemental invoice, for which a request for reimbursement is submitted to BCDJFS more than ninety (90) calendar days from the end of the service month. The BCDJFS Finance Department has the final authority to determine whether an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there shall be no extension of time limitations.

Invoices shall include Provider's name and address, program name, invoice number, invoice period, vendor number (federal taxpayer ID), invoice amount and any special documentation identified in Contract Exhibit 2, Reimbursement Policy.

Untimely invoices and/or invoices which repeatedly contain errors shall be grounds for termination pursuant to Contract Section 8, Termination.

All invoices and supporting documentation shall be subject to audit and adjustment by BCDJFS and the ODJFS after payment is made. Attention is directed to Contract Section 20, Audit Responsibility (of Provider).

**B) Payment:** BCDJFS will review Provider's invoice for completeness of required information before making payment, but within sixty (60) working days after receipt of a complete and accurate invoice. Any adjustments by BCDJFS to the invoice will be identified in an adjustment letter to Provider, to be issued timely with the payment check. If Provider's invoice is incomplete, payment will be delayed until receipt of required information.

In the event BCDJFS intends to withhold any amount due to the lack of sufficient documentation, BCDJFS will promptly notify Provider in writing.

## **20. AUDIT RESPONSIBILITY**

Provider shall accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local entities directly related to Provider's performance of this Contract.

Audits will be conducted using a "sample" method. Depending on the type of audit conducted, the areas to be reviewed using the sample method may include, but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the audit sample will be applied to the entire audit period.

Provider recognizes and agrees BCDJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract.

Provider shall repay BCDJFS, with interest at the statutory rate, the full amount of payment received for duplicate billing, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider shall sign a "Repayment of Funds Agreement" or BCDJFS shall withhold the overpayment from monies due Provider. If payments are not made according to the agreed-upon terms, future checks will be held until the repayment of funds is current. Checks held more than sixty (60) days will be canceled and will not be re-issued. BCDJFS may, in its sole discretion, allow a change to the terms of the Repayment of Funds Agreement. Any change to the Repayment of Funds Agreement shall require a formal amendment to be signed by all parties. An amendment to the Repayment of Funds Agreement may also be required by BCDJFS if any additional changes or issues develop or need to be addressed as determined by BCDJFS.

BCDJFS reserves the right not to increase the rate(s) of payment or the overall Contract amount for services purchased under this Contract if there is any outstanding or unresolved issue related to any audit finding.

## **21. PROPERTY OF BUTLER COUNTY**

All items produced under this Contract or with funds provided under this Contract, including, but not limited to, documents, data, photographs and negatives, electronic reports / records, or other media are the property of the Board of County Commissioners of Butler County Ohio, which has an unrestricted right to reproduce, distribute, modify, maintain and use any or all such deliverables.

Provider shall not obtain copyrights, patents, or other proprietary protection for the deliverables produced under this Contract; nor shall Provider include any copyrighted matter in the deliverables produced pursuant to this Contract.

All purchases of furniture and/or equipment authorized by BCDJFS for the performance of this Contract shall be transferred to BCDJFS upon completion or termination of this Contract or a succeeding contract(s). If Provider wishes to retain furniture and/or equipment, at BCDJFS' discretion the appropriate residual value as determined by BCDJFS may be withheld from Providers final payment.

## **22. PROVIDER EMPLOYEE / PERSONNEL REQUIREMENTS**

Provider shall employ only adequately trained and appropriately credentialed professional staff. Provider certifies that upon hire and during their service for Provider, all employees, interns, volunteers, mentors, and subcontractors shall be fully qualified and trained to perform the required services at a generally acceptable competence level.

Provider shall complete an Ohio Bureau of Criminal Identification and Investigation check, a nationwide Federal Bureau of Investigation conviction record check and a criminal records check from the local Police Department, Sheriff's Office and/or any law enforcement or police department necessary to conduct a complete criminal record check of each employee, intern, volunteer, mentor, and subcontractor assigned to work with or transport children.

All records checks shall be completed prior to commencing employment, internship, volunteering, mentoring or subcontracting and must be dated within six (6) months of the hire date to be considered current. Any staff member who is required to have their names run through a daily database check and whose results are sent back to the agency via instant notification must complete an Ohio Bureau of Criminal Identification and Investigation check, a nationwide Federal Bureau of Investigation conviction record check and a criminal records check from the local Police Department, Sheriff's Office and/or any law enforcement or police department every two (2) years. All other staff, including employees, interns,



volunteers, mentors and subcontractors that have contact with Butler County children must complete all of these background checks on an annual basis.

Individuals with a conviction or with an arrest for which final disposition is pending in the following categories are to be disqualified from providing service under the terms of this Contract:

- A.) Criminal conduct, including sexual offenses, involving children;
- B.) Violent or sexually exploitive conduct;
- C.) Drug related offenses.

Individuals transporting BCDJFS clients must have a current and valid driver's license. If Provider utilizes a non-resident college student, a valid license from the student's state of residence will be acceptable. A Bureau of Motor Vehicles (BMV) transcript shall be obtained for each individual transporting BCDJFS clients. In the case of a non-resident college student, Provider shall obtain transcripts from both the State of Ohio BMV and the student's state of residence.

Provider shall not allow any individual to transport BCDJFS clients who currently has five (5) or more points on his/her operator's license, has a conviction for driving under the influence of alcohol or drugs, or is not insured by a policy or policies with coverage that meets or exceeds the limits specified in Contract Section 10 – Insurance.

Provider shall maintain written detailed policies regarding staff and volunteer recruitment procedures, screening procedures, references, polices/BCII/FBI checks and training methods.

### **23. COMPLIANCE**

Provider shall comply with all requirements of federal laws and regulations, applicable OMB circulars, state statutes and Ohio Administrative Code rules in the conduct of work hereunder.

### **24. GOVERNING LAW**

This Contract and any modifications, amendments, or alterations thereto, shall be governed by and shall be construed and enforced under the laws of the State of Ohio.

Any legal action brought pursuant to the Contract shall be filed in the courts located in Butler County, Ohio and Ohio law shall apply.

### **25. CONFLICT OF INTEREST**

Provider shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the goods or services involved are provided at a competitive cost and under terms favorable to the Provider. Provider shall make written disclosure of any and all financial transactions of the Provider in which a member of his/her immediate family or executive personnel or their immediate family is involved.

This Contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties aside from BCDJFS, assuming that the contractual work in no way impedes Provider's ability to perform the services required under this Contract. Provider warrants that, at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any Contract which will impede its ability to perform the services under this Contract.

Provider further agrees that there is no financial interest involved on the part of any BCDJFS officers, Board of County Commissioners of Butler County Ohio or employees of Butler County Ohio involved in the development of the specifications or the negotiation or actual performance of this Contract. Provider

has made a reasonable inquiry among its board members, administrative staff and employees involved in providing services under this Contract to determine whether an actual or potential conflict of interest exists. Based on that inquiry, Provider has uncovered no evidence of an actual or potential conflict of interest among its board, administrative staff, and/or employees involved in providing services under this Contract. It is understood that a conflict of interest occurs when any member of the Provider's Board, administrative staff, or employee involved in providing services under this Contract has a financial or other interest in the Contract aside from compensation for services rendered or receives personal favors as a result of the signing or performance of this Contract.

Provider shall report the discovery of any potential conflict of interest to BCDJFS. If a conflict of interest occurs or is discovered during the term of this Contract, BCDJFS may exercise any right under the Contract, including termination.

Provider shall comply with Ohio ethics laws as listed in Ohio Revised Code Chapters 102 and 2921 and the Ohio Administrative Code Chapter 5101. By signing this Contract, Provider certifies that it is and shall remain in compliance with these provisions.

## **26. FAITH BASED ORGANIZATIONS**

Any Provider that is a faith-based organization shall perform duties under this Contract in compliance with section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. All duties shall be performed in a manner that ensures that the religious freedom of BCDJFS clients is not compromised or diminished. Provider shall not discriminate against any BCDJFS client based on religion, religious belief, or refusal to participate in religious activity.

Provider shall immediately notify BCDJFS of any client that objects to the religious character of the Provider's organization. BCDJFS will take the necessary steps to provide services to said client by means of an alternate Provider.

No funds provided under this Contract shall be used to promote the religious character and activities of the Provider.

## **27. FORCE MAJEURE**

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the period of such inability provided, however, that Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect BCDJFS' property or employees which are necessary to Provider's ability to perform.

The term "force majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint on government and/or people; civil disturbances; and explosions.

Provider shall, to the extent within its reasonable control, remedy with all reasonable dispatch any such cause which prevents Provider from carrying out its obligations contained herein.

## **28. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH**

BCDJFS reserves the right to announce the following to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Provider's performance under the Contract.

Provider shall not release information about or related to this Contract to the general public or media verbally, in writing, or by electronic means without prior written approval from BCDJFS, unless Provider

is required to release requested information by law. Notwithstanding anything to the contrary herein, Provider is expected to act in accordance with Contract Section 9.

Provider shall not seek to publicize and shall not respond to unsolicited media queries requesting announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents BCDJFS may provide to Provider to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities without prior written BCDJFS approval.

Provider shall contact BCDJFS in lieu of responding immediately to media queries.

Nothing in this section is meant to restrict Provider from using Contract information and results to market to specific clients or prospects.

Any program description intended for internal or external use shall mention that referrals and funding are provided by the Butler County Department of Job and Family Services.

### **29. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with BCDJFS, ODJFS and any other Child Support Enforcement Agency in ensuring that Provider's employees meet child support obligations established under state law. Further, by executing this Contract, Provider certifies present and future compliance with any order for the withholding of child support issued pursuant to Ohio Revised Code section 3119, Calculation of Child Support Obligation – Health Insurance Coverage, and section 3121, Collection and Disbursement of Child Support.

### **30. CLEAN AIR ACT**

If this contract is written in excess of one hundred thousand dollars (\$100,000.00), Provider shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 U.S.C. 1857(h), Section 508 of the Clean Water Act 33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency regulation 40 C.F.R. Part 15, which prohibit the use under nonexempt federal contracts, grants or loans of facilities included in the EPA List of Violating Facilities. Provider agrees to report all violations to the state/county agency and to the U. S. EPA Assistant Administrator for Enforcement (EN-329).

### **31. COORDINATION**

Provider shall advise BCDJFS, within reasonable time to allow for planning and participation, of any significant fund raising campaigns contemplated by Provider within Butler County for supplementary operating or capital funds so that BCDJFS will have the opportunity to coordinate and/or collaborate with any planned promotion that utilizes public or private funds for the benefit of BCDJFS and other agencies within the community.

### **32. DEBARMENT AND SUSPENSION**

Provider certifies that it is not listed in the non-procurement portion of the U.S. General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible.

Provider shall, upon notification by any Federal, State, or Local government agency, immediately notify BCDJFS of any contemplated or imposed debarment or suspension.

### **33. DEBT CHECK PROVISION**

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services or construction, paid for in whole or in part from state funds, to a person or entity against whom a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved. By entering

into this Contract, Provider warrants that a finding for recovery has not been issued to Provider by the auditor of state. Provider further warrants that Provider shall notify BCCS within one (1) business day if a finding for recovery is issued against Provider during the Contract term.

**34. DELINQUENT PERSONAL PROPERTY TAX**

Provider certifies that all delinquent personal property tax obligations of the Provider, including interest and penalties due the County of Butler, have been paid prior to the signing of this Contract, per the requirements of Section 5719.042 of the Ohio Revised Code.

**35. DISCLOSURE**

Provider shall make a reasonable inquiry and shall disclose all information about any business relationship or financial interest that Provider's Board, administrative staff or employees participating in this Contract have with a county employee, county employee's business, or any business relationship or financial interest that a county employee has with the Provider or in the Provider's business.

**36. DRUG-FREE WORKPLACE**

Provider shall comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 82. Provider shall make every reasonable effort to ensure that all employees performing duties or responsibilities under this Contract, while working on state, county or private property, shall not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

**37. LOBBYING**

Provider certifies that Provider has not and shall not use Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352.

Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Failure to disclose any and all lobbying information shall result in immediate suspension of payment and termination of this Contract.

**38. NON-COLLUSION CERTIFICATION**

Provider certifies that its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

**39. NON-DISCRIMINATION**

Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq*); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq*); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which Provider receives Federal financial assistance from FNS; and hereby gives assurances that it will immediately take measures necessary to effectuate this Contract.

Provider shall post in conspicuous places, available to employees and applicants for employment, notices stating that Provider complies with all applicable federal and state non-discrimination laws.

Neither Provider, nor any person claiming through Provider, shall establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Contract or in reference to any contractors or subrecipients of said Provider.

**40. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS**

Pursuant to Ohio Revised Code Chapter 5107, Ohio Works First Program, and Chapter 5108, Prevention, Retention and Contingency Program, Provider shall not discriminate in the hiring and promotion of applicants for and participants in the Ohio Works First Program. Provider shall include such provision in any contract, subcontract, grant, agreement or procedure with any other party that will be providing services, directly or indirectly, to BCDJFS clients.

**41. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

As a condition of this Contract the Provider, and any Subcontractor(s), shall be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information ("PHI") is information received by the Provider from or on behalf of BCDJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR164.501 and any amendments thereto.

In the event of a material breach of Provider obligation under this section BCDJFS may, at its option, terminate the contract according to provisions within the contract for termination.

**42. CONTRACT DISPUTE RESOLUTION**

The parties shall promptly communicate with each other to attempt to resolve items in dispute. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

**43. CONTRACT CLOSEOUT**

At the discretion of BCDJFS, a contract closeout may occur within ninety (90) days after the completion of all contractual terms and conditions. The purpose of the contract closeout is to verify there are no outstanding claims or disputes and to ensure all required forms, reports and deliverables were submitted to and accepted by BCDJFS in accordance with contract requirements.

**44. AUTHORITY TO BIND PRINCIPAL**

The signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to this Contract.

**THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**In witness whereof**, the Provider and Butler County Commissioners of Ohio have executed this Contract as of the day and year \_\_\_\_\_.

**REQUIRED SIGNATURES**

\_\_\_\_\_  
NAME/TITLE  
**PROVIDER**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Gilbert, Executive Director  
**Butler County Job and Family Services**

\_\_\_\_\_  
Date

**BUTLER COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Commissioner

**Approved As To Form Only:**

\_\_\_\_\_  
**Assistant Prosecuting Attorney (Date)**

BIDDER NAME: \_\_\_\_\_

BUDGET PREPARED FOR PERIOD: Year 1 / April 1, 2023 - March 31, 2024

CHANGE AS APPLICABLE TO EACH CONTRACT YEAR

**\*\*COMPLETE A BUDGET FOR EACH CONTRACT YEAR**

Column 1

Column 2

Column 3

Column 4

Column 5

Column 6

Column 7

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

**DIRECT PROGRAM COST**

DIRECT PROGRAM COST				INDIRECT COST	OTHER COST	TOTAL EXPENSE
A. STAFF SALARIES						0.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS						0.00
C. PROFESSIONAL & CONTRACTED SERVICES						0.00
D. CONSUMABLE SUPPLIES						0.00
E. OCCUPANCY						0.00
F. PROGRAM						0.00
G. INSURANCE						0.00
H. EQUIPMENT						0.00
I. MISCELLANEOUS						0.00
J. PROFIT MARGIN						0.00
K. SUB-TOTAL OF EACH COLUMN						0.00
L. ALLOCATION OF MGT/INDIRECT COSTS						0.00
M. TOTAL PROGRAM EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00

**BCDJFS TRANSPORTATION RFP - Contract No. 22-11-559**

**STAFF SALARIES - PAGE 2**

**A. STAFF SALARIES - Attach Extra Pages for Staff, if needed INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW**

DIRECT PROGRAM COST									
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10
POSITION TITLE	# STAFF	HRS WK	Annual Cost				INDIRECT COST	OTHER COST	TOTAL EXPENSE
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
<b>TOTAL SALARIES</b>	0.00	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**Salaries Narrative.** Describe how each position relates to the service proposed.



**BCDJFS TRANSPORTATION RFP - Contract No. 22-11-559**  
**EMPLOYEE PAYROLL TAXES & BENEFITS - PAGE 3**  
**PROFESSIONAL FEES & CONTRACTED SERVICES**

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	DIRECT PROGRAM COST			INDIRECT COST	OTHER COST	TOTAL EXPENSE
<b>B. PAYROLL TAXES</b>						
FICA _____%						0.00
WORKER'S COMP. _____%						0.00
UNEMPLOYMENT _____%						0.00
<b>BENEFITS</b>						0.00
RETIREMENT _____%						0.00
HOSPITAL CARE _____%						0.00
OTHER _____% (identify)						0.00
						0.00
<b>TOTAL EMPLOYEE PAYROLL TAXES &amp; BENEFITS</b>	0.00	0.00	0.00	0.00	0.00	0.00

**Employee Payroll Taxes & Benefits Narrative.**

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	DIRECT PROGRAM COST			INDIRECT COST	OTHER COST	TOTAL EXPENSE
<b>C. PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b> (Indicate type, function performed, and estimate of use (hours, days, etc.))						
						0.00
						0.00
						0.00
						0.00
<b>TOTAL PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b>	0.00	0.00	0.00	0.00	0.00	0.00

**Professional Fees & Contracted Services Narrative**

**BCDJFS TRANSPORTATION RFP - Contract No. 22-11-559**

**Consumable Supplies / Occupancy Costs - Page 4**

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW  
**DIRECT PROGRAM COST**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
EXPENSES BY PROGRAM SERVICES				<b>INDIRECT COST</b>	<b>OTHER COST</b>	<b>TOTAL EXPENSE</b>
<b>D.CONSUMABLE SUPPLIES</b>						0.00
						0.00
						0.00
						0.00
						0.00
<b>TOTAL CONSUMABLE SUPPLIES</b>	0.00	0.00	0.00	0.00	0.00	0.00

**Consumable Supplies Narrative**

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW  
**DIRECT PROGRAM COST**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
EXPENSES BY PROGRAM SERVICES				<b>INDIRECT COST</b>	<b>OTHER COST</b>	<b>TOTAL EXPENSE</b>
<b>E. OCCUPANCY COSTS</b>						
RENT @ _____ PER SQ. FT. _____						0.00
USAGE ALLOWANCE						0.00
MAINTENANCE & REPAIRS						0.00
UTILITIES (IDENTIFY)						0.00
COMMUNICATIONS						0.00
OTHER (SPECIFY)						0.00
						0.00
<b>TOTAL OCCUPANCY COSTS</b>	0.00	0.00	0.00	0.00	0.00	0.00

**Occupancy Costs Narrative**

**BCDJFS TRANSPORTATION RFP - Contract No. 22-11-559**  
**PROGRAM COSTS/INSURANCE - PAGE 5**

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW  
**DIRECT PROGRAM COST**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
EXPENSES BY PROGRAM SERVICES				INDIRECT COST	OTHER COST	TOTAL EXPENSE
<b>F. PROGRAM COSTS</b>						
GASOLINE						0.00
VEHICLE REPAIR (MAINTENANCE)						0.00
VEHICLE LICENSE						0.00
OTHER (Identify)						0.00
						0.00
						0.00
						0.00
<b>TOTAL TRAVEL COSTS</b>	0.00	0.00	0.00	0.00	0.00	0.00

**Program Costs Narrative**

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW  
**DIRECT PROGRAM COST**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
EXPENSES BY PROGRAM SERVICES				INDIRECT COST	OTHER COST	TOTAL EXPENSE
<b>G. INSURANCE COSTS</b>						
LIABILITY						0.00
PROPERTY						0.00
ACCIDENT						0.00
VEHICLE						0.00
<b>TOTAL INSURANCE COSTS</b>	0.00	0.00	0.00	0.00	0.00	0.00

**Insurance Costs Narrative**

**BCDJFS TRANSPORTATION RFP - Contract No. 22-11-559  
EQUIPMENT PAGE 6**

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

**DIRECT PROGRAM COST**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
				INDIRECT COST	OTHER COST	TOTAL EXPENSE
<b>H.EQUIPMENT COSTS</b>						
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)						0.00
						0.00
						0.00
<b>TOTAL SMALL EQUIPMENT COSTS</b>	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)						0.00
						0.00
						0.00
<b>TOTAL EQUIPMENT &amp; REPAIR</b>	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT LEASE COSTS (DETAIL)						0.00
						0.00
						0.00
<b>TOTAL LEASE COSTS</b>			0.00	0.00		0.00
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)			0.00	0.00		0.00
<b>TOTAL EQUIPMENT COSTS</b>	0.00	0.00	0.00	0.00	0.00	0.00

**Total Equipment Costs Narrative (Small Equipment, Equipment Maintenance & Repair, Equipment Lease, Equipment Depreciation)**



**BCDJFS TRANSPORTATION RFP - Contract No. 22-11-559**  
**MISCELLANEOUS COSTS PAGE 8**

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW  
**DIRECT PROGRAM COST**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
EXPENSES BY PROGRAM SERVICES				INDIRECT COST	OTHER COST	TOTAL EXPENSE
<b>I. MISCELLANEOUS COSTS</b>						0.00
						0.00
						0.00
						0.00
<b>TOTAL MISCELLANEOUS COSTS</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>J. PROFIT MARGIN (For profit entities only)</b>						0.00
<b>K. SUBTOTAL OF ALL EXPENSES</b>	0.00	0.00	0.00	0.00	0.00	0.00

**Miscellaneous Costs Narrative.**

A rationale or basis for the allocation of Indirect cost which details how the amount charged to the proposed service was determined must be included. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct cost of service proposed, and/or time studies. Records substantiating development of the means of these costs must be provided with your budget submittal and also maintained by your agency.

**Indirect Cost Narrative.**

Please type narrative here.

**Profit Margin Narrative (for profit entities only).**

Please type narrative here.

**BCDJFS TRANSPORTATION RFP - Contract No. 22-11-559**

**PROGRAM REVENUE PAGE 9**

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

**DIRECT PROGRAM COST**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
<b>REVENUES BY PROGRAM SERVICES</b>				<b>INDIRECT COST</b>	<b>OTHER COST</b>	<b>TOTAL REVENUES</b>
<b>A. GOVERNMENTAL AGENCY FUNDING (specify agency &amp; type)</b>						
						0.00
						0.00
<b>B. OTHER FUNDING</b>						
						0.00
						0.00
						0.00
						0.00
						0.00
<b>AWARDS &amp; GRANTS</b>						0.00
						0.00
<b>OTHER (specify)</b>						0.00
Fundraising						0.00
<b>TOTAL REVENUE</b>	0.00	0.00	0.00	0.00	0.00	0.00

**Revenue Narrative**

# BUDGET FORM INSTRUCTIONS

## BCDJFS TRANSPORTATION RFP – CONTRACT NO. 22-11-559

The budget forms are available electronically in Excel format and will be emailed to all Bidders who register for the RFP or upon request.

BCDJFS is not responsible for any calculation errors due to missing or inaccurate formulas listed or used in the budget forms. Bidders are solely responsible for the calculation of all costs submitted on the budget forms.

**Bidder shall complete one set of budget forms with budget narrative for each contract year.**

### PAGE 1 - SUMMARY PAGE

Page 1 is the summary page for all information entered on pages 2 through 9. The summary page should be completed after all other budget pages (pages 2 through 9) are finalized. The total amounts for each expense type on this page (A through J) should equal the total amounts of each section on pages 2 through 8.

#### Indirect Cost

A rationale or basis for the allocation of Indirect cost which details how the amount charged to the proposed service was determined must be included. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct cost of service proposed, and/or time studies. Records substantiating development of the means of these costs must be provided with your budget submittal and also maintained by your agency. Indirect costs, allocated to the proposed service(s) should not exceed 10% of direct salaries, wages and benefits. After allocating Indirect costs between Other Direct Services and the proposed service(s), total program expenses for Indirect should equal zero.

The Summary Page, once completed, should give a total budget for the service being proposed as well as a picture of your agency's total budget.

#### Instructions:

- |              |   |
|--------------|---|
| Column 1:    | Description of expenses by type.  |
| Columns 2-4: | Totals of the direct costs entered for each section on pages 2 through 8. <b>Direct costs</b> are those that can be identified specifically to the service being proposed.  |
| Column 5:    | Totals of management, administrative, and indirect costs for each section on pages 2 through 8. <b>Indirect costs</b> are those costs incurred for a common or joint purpose benefiting more than one service area or cost center. It is not possible to specify the types of costs which may be considered as indirect cost in all situations due to the diverse characteristics and accounting practice. However, typical examples of indirect cost may include the costs of operating and maintaining facilities, personnel administration, salaries and expenses of executive officers, and accounting functions such as payroll, and accounts payable. |
| Column 6:    | Totals for all other direct and indirect costs of your agency not associated with the service being proposed on pages 2 through 8, (cost of services provided to other agencies or organizations).  |
| Column 7:    | Column 7 is the sum of Columns 2 through 6.   |



## PAGE 2 - SECTION A - STAFF SALARIES

This section is used to list all positions by position title, number of staff per position, hours per week per position, annual salary per position, and salaries per position included in the proposed service. All management and administrative positions indirectly associated with the service being proposed should be listed with their corresponding salaries listed under the column, "Indirect". All other positions **not** directly or indirectly associated with the service being proposed may be grouped together and listed as "All Other Positions" with their total salaries listed under the column "Other Direct Ser".

### Instructions:

- Column 1: List all position titles of staff that will be associated with the service being proposed. All other positions not associated with the proposed service may be grouped together and labeled as "Other Personnel".
- Column 2: Indicate the number of staff for the position title identified in Column 1.
- Column 3: Indicate the number of hours each staff will work each week for the proposed service.
- Column 4: Enter the annual salary for each position listed in Column 1. For the positions grouped as "Other Personnel", you may enter the sum of the salaries.
- Columns 5-7: List the salary costs that are directly associated with the position titles for the proposed service.
- Column 8: Enter the salary costs that are indirectly associated with the service being proposed.
- Column 9: Enter the total salaries for staff employed by your agency but are **not** directly or indirectly associated with the proposed service.
- Column 10: Column 10 is the sum of Columns 5 through 9.

## PAGE 3 – SECTION B – EMPLOYEE PAYROLL TAXES & BENEFITS

This section is used to calculate the employee payroll taxes and benefits.

### Instructions:

- Column 1: List the percents used to calculate the amounts withheld for payroll taxes and benefits. Please list separately any other employee deduction not listed under "Other".
- Columns 2-4: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary in the corresponding columns on Page 2. **Please Note:** Unemployment taxes should only be calculated up to the first \$9,000.00 of an employee's salary.
- Column 5: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Mgmt Indirect on Page 2.
- Column 6: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Other Dir Serv on Page 2.
- Column 7: Column 7 is the sum of Columns 2 through 6.

## PAGE 3 - SECTION C – PROFESSIONAL FEES & CONTRACTED SERVICES

This section is used to list any contracted services such as janitorial, pest control, and security; as well as any professional fees such as consultants and auditors. Also, if you have any contracted employees from a temporary agency who are performing duties either directly or indirectly related to the service proposed; those costs should be entered here. Any subcontractor's costs should be entered here.

### Instructions:

- Column 1: List all professional fees and contracted services.
- Columns 2-4: Enter the costs that are directly associated with the service proposed.
- Column 5: Enter the costs that are **indirectly** associated with the service proposed.
- Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.
- Column 7: Column 7 is the sum of Columns 2 through 6.

## PAGE 4 - SECTION D – CONSUMABLE SUPPLIES

This section is used to enter costs for items that will be directly used or consumed in the proposed service. Consumable supplies that are more of a general supply used within your agency should be entered in the

“Mgmt Indirect” column. Examples of some of a general supply are janitorial supplies (cleaning supplies, paper towels, floor cleaner, mops, brooms, etc.).

Instructions:

- Column 1: List of consumable supplies by expense type. List any other consumable supplies separately under “Other”.
- Columns 2-4: Enter the costs that are directly associated with the service proposed.
- Column 5: Enter the costs that are **indirectly** associated with the service proposed.
- Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.
- Column 7: Column 7 is the sum of Columns 2 through 6.

**PAGE 4 - SECTION E – OCCUPANCY COSTS**

This section is used to enter occupancy costs that will be associated with the proposed service. If your agency is renting the entire building and using all of the space for the proposed service, enter the total rental amount for the building. If your agency is renting the entire building and not using all of the space for the proposed service, the rental cost for the proposed service is calculated by multiplying the Cost per Square Foot by the total Square Footage of the space used for the proposed service. The remaining rental cost should be entered under “Other Direct Ser”.

If your agency owns the building, a charge for depreciation **or** usage allowance is allowable. Depreciation or usage allowance should be applied to the original acquisition cost of the building. Depreciation should be calculated using the straight-line method. The lifespan of a nonresidential building is 31.5 years for property placed in service before May 13, 1993. If the property was placed in service after May 13, 1993 the lifespan is 39 years per the Internal Revenue Service (IRS) (Publication 946). If the building has been fully depreciated, the usage allowance method should be used. The usage allowance is limited to 2% of the original acquisition cost.

Instructions:

- Column 1: Rental – Enter the amount per square foot and the total square footage used for the proposed service.  
Usage Allowance of Building – Should be used only when building has been fully depreciated. Usage Allowance is limited to 2% of the original acquisition cost.  
Maintenance & Repairs – Enter any projected building maintenance and repair costs.  
Utilities – Enter the projected utility costs on the appropriate lines. If heat and electricity is included in the rent, write “included” on this line. If water is included in the rent, write “included” on this line.  
Communications – Enter the projected communications costs (phone, cell phone, internet).  
Other – List separately any other costs associated with occupancy.
- Columns 2-4: Enter the costs that are directly associated with the service proposed.
- Column 5: Enter the costs that are **indirectly** associated with the service proposed.
- Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.
- Column 7: Column 7 is the sum of Columns 2 through 6.

**PAGE 5 - SECTION F – PROGRAM COSTS**

This section is used to enter the costs of operation, maintenance, and repairs of vehicles when relevant to the delivery of the proposed service.

Instructions:

- Column 1: List of travel costs by expense type. List any other travel costs separately under, “Other”.
- Columns 2-4: Enter the costs that are directly associated with the service proposed.
- Column 5: Enter the costs that are **indirectly** associated with the service proposed.
- Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.
- Column 7: Column 7 is the sum of Columns 2 through 6.

## PAGE 5 - SECTION G – INSURANCE COSTS

This section is used to enter insurance costs relevant to the delivery of the proposed service. Some agencies allocate all insurance costs to the Mgmt Indirect column of their budgets, and then allocate them along with all the other shared type of costs. If one service operated by the agency has disproportionate insurance costs (either higher or lower) than the other agency services, then a more appropriate method would be to show the insurance costs in the column for that service. Records substantiating development of the means of allocating must be provided with your budget submittal and also maintained in your agency.

### Instructions:

- Column 1: List of insurance costs by expense type. List any other insurance costs separately under, "Other".
- Columns 2-4: Enter the costs that are directly associated with the service proposed.
- Column 5: Enter the costs that are **indirectly** associated with the service proposed.
- Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.
- Column 7: Column 7 is the sum of Columns 2 through 6.

## PAGE 6 - SECTION H – EQUIPMENT COSTS

This section is used to enter small equipment (items costing under \$5,000.00 and will be purchased during the budget period); equipment maintenance and repair; equipment lease costs; and depreciation costs for capital equipment (any item or group of like items costing \$5,000.00 or more) relevant to the delivery of the proposed service. Leased equipment in excess of \$5,000.00 must be depreciated. If your agency has, or acquires equipment costing \$5,000.00 or more with an anticipated useful life in excess of one (1) year a charge for depreciation is allowable.

Depreciation should be calculated using the straight-line method. Refer to IRS guidelines to determine the useful life of equipment. Follow the instructions on Page 7 of Budget Form to calculate depreciation.

### Instructions:

- Column 1: List of equipment costs by expense type.
- Columns 2-4: Enter the costs that are directly associated with the service proposed.
- Column 5: Enter the costs that are **indirectly** associated with the service proposed.
- Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.
- Column 7: Column 7 is the sum of Columns 2 through 6.

## PAGE 7 - LARGE EQUIPMENT DEPRECIATION COSTS

Any individual equipment item costing \$5,000 or more at time of purchase may be included in the budget and must be depreciated. The exception to the "individual equipment item" is for computer components which are purchased as a group, e.g. hard drive, monitor, keyboard, printer, etc. If the total cost for all the components is \$5,000 or greater, the equipment must be depreciated. Any items of equipment used by the Management Indirect activities of the Agency for which costs are included in this budget must also be itemized on this sheet. If needed, extra copies may be made and numbered 7A, 7B, & 7C, etc.

### Instructions:

- Column 1: Enter item to be depreciated.
- Column 2: Enter "N" for new equipment or "U" for used equipment.
- Column 3: Enter date of purchase.
- Column 4: Enter acquisition cost of item.
- Column 5: Enter salvage value.
- Column 6: Subtract value entered in Column 5 from the value entered in Column 4.
- Column 7: Enter useful life per IRS guidelines.
- Column 8: Divide value in Column 6 by value in Column 7.
- Column 9: Enter percent item will be used in the service proposed.
- Column 10: Multiply value in Column 8 by percent in Column 9.
- Column 11: Enter name of service proposed.

## **PAGE 8 – SECTION I - MISCELLANEOUS COSTS**

This is the section to enter anticipated miscellaneous costs incidental to the delivery of the service proposed. Allowable miscellaneous include costs such as printing, advertising, postage, FBI background checks, and drug testing.

### Instructions:

- Column 1: List miscellaneous costs separately.
- Columns 2-4: Enter the costs that are directly associated with the service proposed.
- Column 5: Enter the costs that are **indirectly** associated with the service proposed.
- Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.
- Column 7: Column 7 is the sum of Columns 2 through 6.

## **PAGE 8 – SECTION J - PROFIT MARGIN**

This section is for for-profit entities only. Enter the amount of anticipated profit being charged to the service proposed. The profit margin will be negotiated during contract negotiations.

## **PAGE 8 – SECTION K – SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION**

This is the grand total of Sections A through J for each column. The values on this line should equal Sub-Total of Expenses before Mgmt Indirect Allocation on Page 1 - Summary Page.

## **PAGE 9 – REVENUE BY PROGRAM SERVICES**

Projected revenues of your agency should be entered for the same time period of the budget for expenses. Government contracts, including revenues expected to be received from BCDJFS, should be listed separately (e.g. BDCJFS, Hamilton/Montgomery County, etc.). "Fees from Clients" should only represent monies received directly from clients. These are not fees paid by third parties (insurance, Medicaid, contracts). Contributions from individual benefactors need not be listed individually unless they represent a significant proportion or amount of donated funds.

Total revenues shown MUST equal or exceed the total expenses shown on Page 1 – Summary Page

### Instructions:

- Column 1: List funding sources.
- Columns 2-4: Enter the revenues that are directly associated with the service proposed.
- Column 5: Enter revenue such rental of facilities, interest income, investment income, contributions, etc.
- Column 6: Enter all other revenues that are not associated with the service proposed.
- Column 7: Column 7 is the sum of Columns 2 through 6.



**PROPOSAL SIGNATURE PAGE  
TRANSPORTATION SERVICES  
CONTRACT NO. 22-11-559**

BUTLER COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
315 HIGH STREET, 9TH FLOOR  
HAMILTON, OHIO 45011

DEADLINE FOR SUBMISSION: November 22, 2022 at 10:00 AM LOCAL TIME

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

CERTIFICATION: This proposal has been completed in accordance with the specifications. I hereby certify that, to the best of my knowledge, the information contained herein is accurate, complete and current as of this date. I hereby certify that I have the authority to submit this proposal and to negotiate, sign, modify and terminate contracts on behalf of the above named organization. I also certify that the proposal and pricing shall remain in effect and unchanged for 150 days from proposal due date.

Name and signature of organization officer authorized to bind the company to all commitments made in the proposal.

SIGNATURE: \_\_\_\_\_

TYPED/PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT**

(This Affidavit Must Be Executed For The Bid To Be Considered)

STATE OF OHIO )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_,  
(printed name of party signing affidavit) (title)

having affirmed under oath that at the time of bid for \_\_\_\_\_ to be opened  
(Project or Item Bid)

\_\_\_\_\_ was submitted on \_\_\_\_\_, delinquent personal property  
(Date) (Date)  
taxes in the amount of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars)

were due and unpaid to the County of Butler including the interest in the amount of \$ \_\_\_\_\_  
( \_\_\_\_\_ Dollars) and penalties in the amount of  
\$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars). This document  
when given to the County Auditor shall satisfy the requirements of ORC 5719.042.

\_\_\_\_\_  
(Name of Individual Company)

\_\_\_\_\_  
(Taxes Filed Under the Name of)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Complete Address)

\_\_\_\_\_  
(Telephone)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_.

**Butler County Ohio**  
**Substitute Form W9 / Ohio Reporting Form**  
**Request for Taxpayer Identification Number and Certification**

In order to maintain Butler County's supplier records in compliance with the Internal Revenue Service regulation 1.0641-1 and Ohio Revised Code section 3121.89-3121.8911, please **complete** and return by fax with fax cover sheet to **513-887-3129**; or by mail to:

**Auditor of Butler County**  
**130 High Street, Fiscal Services Dept.**  
**Hamilton, OH 45011**

To **properly complete** the form, the following information must be provided:

1. Part I, line 1, enter the business owner's name (if applicable), part 1, line 2, business name (if applicable), federal tax classification, and address.
2. Part II, you must provide either a Taxpayer Identification Number (TIN) or Social Security Number (SSN)
3. Part III, **you must check "Yes" or "No"** to the question about providing goods or services as the sole owner of your business. If you check the **"Yes"** box to indicate that you are the sole owner, you must provide your name, the first date of providing goods or services for Butler County, **birth date**, and **description** of the type of good or service you will provide the county.
4. Part IV, You must answer this question if Part III is answered "Yes". Answer "Yes" only if you are receiving retirement or disability payments from Ohio Public Employees Retirement System (OPERS).
5. Part V, **sign** the form and **enter today's date**.

For definitions of Part I and II of this form, please refer to IRS Form W-9.

**Part I Business Ownership and Address Information**

Name (as shown on your income tax return). **DO NOT LEAVE BLANK.** If you are an individual or file under your name put your name here.

Business name/disregarded entity name, if different from above.

Check appropriate box for federal tax classification: (check only one box) If Individual PART III below is ALWAYS "YES"

- Individual/Sole Proprietor (or single-member LLC)
  C Corporation
  S Corporation
  Partnership
  Trust/Estate  
 Limited Liability Company – Tax classification (C = C Corp, S = S Corp, P = Partnership) \_\_\_\_\_  
 Other \_\_\_\_\_  Exempt from backup withholding

NOTE. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

Address Line 1 (number, street, and apt. or suite no.)

Address Line 2

City, state, and ZIP code

Requestor's name and address

**Auditor of Butler County**  
**130 High Street, Fiscal Services Dept.**  
**Hamilton, OH 45011**

**Part II Taxpayer Identification Number (TIN) and Social Security Number (SSN)**

For suppliers that have a TIN, this must be entered.

For individuals, sole proprietors, and corporations owned by an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. You may enter your business or DBA name on the Business name line.

Taxpayer Identification Number (TIN):

\_\_\_\_ - \_\_\_\_\_

and / or

Social Security Number (SSN):

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

**Part III Additional Information Required by the State of Ohio for Independent Contractors**

Will you receive payments from Butler County as either an individual, sole owner of a business, or single-member LLC?

- Yes  
 No

If "Yes" is checked, you **MUST** complete the information below for name, date good or service provided, birth date, and description of the nature of your financial transactions with the county.

Printed first name, middle initial, and last name

Date good or service provided (MM / DD / YY)  
/ /

Birth date (MM / DD / YY)  
/ /

Describe the Nature of the transactions you will be engaged in with Butler County

**Part IV Additional Information Required by the State of Ohio for Public Employees**

Are you currently receiving retirement or disability benefits from Ohio Public Employees Retirement System (OPERS)?

- Yes  
 No

If you are an individual, the sole owner of your business, a single-member LLC, or a disregarded entity and have answered Part III "Yes", You must answer this question "Yes" or "No". If you answer "Yes" Please fill out the SR-6 Form (Notice of Re-Employment of an OPERS Benefit Recipient)

**Part V Certification**

**Under penalties of perjury, I certify that:**

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
2. I am not subject to backup withholding because, (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a US person (including a US resident alien).

Certification Instructions: You must cross out exempt from backup withholding above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

**The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.**

Signature of  
U.S. person \_\_\_\_\_

Date \_\_\_\_\_



**CRIMINAL CONVICTIONS**  
**OHIO ADMINISTRATIVE CODE 5101:2-5-09(I)(1)**

959.13 - Cruelty to animals  
959.131 - Prohibitions concerning companion animals  
2903.01 - Aggravated murder  
2903.02 - Murder  
2903.03 - Voluntary manslaughter  
2093.04 - Involuntary manslaughter  
2903.041 - Reckless Homicide  
2903.11 – Felonious assault  
2903.12 – Aggravated assault  
2903.13 – Assault  
2903.15 – Permitting child abuse  
2903.16 – Failing to provide for a functionally impaired person  
2903.21 - Aggravated menacing  
2093.211 – Menacing by stalking  
2903.22 – Menacing  
2903.34 – Patient abuse or neglect  
2903.341 – Patient endangerment  
2905.01 – Kidnapping  
2905.02 – Abduction  
2905.05 – Criminal child enticement  
2905.11 – Extortion  
2905.12 – Coercion  
2905.32 – Trafficking in persons  
2905.33 – Unlawful conduct with respect to documents  
2907.02 – Rape  
2907.03 – Sexual battery  
2907.04 – Unlawful sexual contact with a minor  
2907.05 – Gross sexual imposition  
2907.06 – Sexual imposition  
2907.07 – Importuning  
2907.08 – Voyeurism  
2907.09 – Public indecency  
2907.21 – Compelling prostitution  
2907.22 – Promoting prostitution  
2907.23 – Enticement or solicitation to patronize a prostitute; procurement of a prostitute for another  
2907.24 – Soliciting – after positive HIV test – driver’s license suspension  
2907.25 – Prostitution, after positive HIV test  
2907.31 – Disseminating matter harmful to juveniles  
2907.32 – Pandering obscenity  
2907.321 – Pandering obscenity involving a minor  
2907.322 – Pandering sexually oriented matter involving a minor  
2907.323 – Illegal use of a minor or nudity-oriented material or performance  
2907.33 – Deception to obtain matter harmful to juveniles  
2909.02 – Aggravated arson  
2909.03 – Arson

2909.04 – Disrupting Public Services  
2909.22 – Soliciting or providing for act of terrorism  
2909.23 – Making terroristic threats  
2909.24 – Terrorism  
2911.01 – Aggravated robbery  
2911.02 – Robbery  
2911.11 – Aggravated burglary  
2911.12 – Burglary  
2911.13 – Breaking and entering  
2913.02 – Theft  
2913.03 – Unauthorized use of a vehicle  
2913.04 – Unauthorized use of property – computer, cable or telecommunication property  
2913.05 – Telecommunications fraud  
2913.11 – Passing bad checks  
2913.21 – Misuse of credit cards  
2913.31 – Forgery – forging identification cards or selling or distributing forged identification cards  
2913.32 – Criminal simulation  
2913.40 – Medicaid fraud  
2913.41 – Defrauding a rental agency or hostelry  
2913.42 – Tampering with records  
2913.43 – Securing writings by deception  
2913.44 – Personating an officer  
2913.441 – Unlawful display of law enforcement emblem  
2913.45 – Defrauding creditors  
2913.46 – Illegal use of food stamps or WIC program benefits  
2913.47 – Insurance fraud  
2913.48 – Workers Compensation fraud  
2913.49 – Identity fraud  
2913.51 – Receiving stolen property  
2917.01 – Inciting to violence  
2917.02 – Aggravated riot  
2917.03 – Riot  
2917.31 – Inducing panic  
2919.12 – Unlawful abortion  
2912.121 – Unlawful abortion upon minor  
2912.123 – Unlawful distribution of an abortion-inducing drug  
2919.22 – Endangering children  
2919.23 – Interference with custody  
2919.24 – Contributing to unruliness or delinquency of a child  
2919.25 – Domestic violence  
2921.03 – Intimidation  
2921.11 – Perjury  
2921.12 – Tampering with evidence  
2921.13 – Falsification – in theft offence – to purchase firearm  
2921.21 – Compounding a crime  
2921.24 – Disclosure of confidential information  
2921.32 – Obstructing justice  
2921.321 – Assaulting or harassing police dog or horse or service dog  
2921.34 – Escape

- 2921.35 Aiding escape or resistance to lawful authority
- 2921.36 – Illegal conveyance of weapons, drugs or other prohibited items onto grounds of detention facility or institution
- 2921.51 – Impersonation of peace officer or private police officer
- 2923.12 – Carrying a concealed weapon
- 2923.122 – Illegal conveyance or possession of deadly weapon or dangerous ordinance or of object indistinguishable from firearm in school safety zone
- 2923.123 – Illegal conveyance of deadly weapon or dangerous ordinance into courthouse – illegal possession or control in courthouse
- 2923.13 - Having weapons while under disability
- 2923.161 – Improperly discharging a firearm at or into a habitation, in a school safety zone or with intent to cause harm or panic to persons in a school building or at a school function
- 2923.162 – Discharge of firearm on or near prohibited premises
- 2923.21 – Improperly furnishing firearms to minor
- 2923.32 – Engaging in pattern of corrupt activity
- 2923.42 – Participating in criminal gang
- 2925.02 – Corrupting another with drugs
- 2925.03 – Trafficking, aggravated trafficking in drugs
- 2925.04 – Illegal manufacture of drugs or illegal cultivation of marijuana, methamphetamine
- 2925.041 – Illegal assembly or possession of chemicals for manufacture of drugs
- 2925.05 – Funding, aggravated funding of drug or marijuana trafficking
- 2925.06 – Illegal administration or distribution of anabolic steroids
- 2925.09 – Unapproved drugs – dangerous drug offenses involving livestock
- 2925.11 – Possession of controlled substances
- 2925.13 – Permitting drug abuse
- 2925.14 – Illegal use or possession of drug paraphernalia
- 2925.141 – Illegal use or possession of marijuana drug paraphernalia
- 2925.22 – Deception to obtain a dangerous drug
- 2925.23 – Illegal possession of drug documents
- 2925.24 – Tampering with drugs
- 2925.36 – Illegal dispensing of drug samples
- 2925.55 – Unlawful purchase of pseudoephedrine or ephedrine product
- 2925.56 – Unlawful sale of pseudoephedrine or ephedrine product
- 2927.12 – Ethnic intimidation
- 3716.11 – Placing harmful or hazardous objects in food or confection

## BUTLER COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

### UNALLOWABLE COSTS

The following costs are unallowable and shall not be included in determining the reimbursement rate for this RFP:

1. Bad debts or losses from uncollectible accounts and other claims and related costs;
2. Bonding costs;
3. Contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
4. Contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
5. Entertainment costs for amusement, social activities and related costs;
6. Costs of alcoholic beverages;
7. Goods or services for personal use;
8. Fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
9. Gains and losses on disposition or impairment of depreciable or capital assets;
10. Cost of depreciation on idle facilities, except when necessary to meet Contract demands.
11. Costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in rule 5101:2-47-26.2 of the Ohio Administrative Code.
12. Losses on other contracts;
13. Organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
14. Costs related to legal and other proceedings;
15. Goodwill;
16. Asset valuations resulting from business combinations;
17. Legislative lobbying costs;
18. Cost of organized fund raising;
19. Cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
20. Any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
21. Advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
22. Cost of insurance on the life of any officer or employee for which the facility is the beneficiary;
23. Losses incurred through the lack of available insurance coverage;
24. Cost of activities prohibited in section 501(C)(3) of the Internal Revenue Code.

**PROPOSAL EVALUATION RATING FORM - ATTACHMENT K  
TRANSPORTATION SERVICES CONTRACT NO. 22-11-559**

MANDATORY SERVICE REQUIREMENTS (52%)	235
SERVICE DELIVERY	165
STAFFING	45
VEHICLE	25
ADMINISTRATIVE (18%)	80
BUDGET (25%)	110
RESPONSIVENESS TO BID (5%)	<u>25</u>
<b>MAXIMUM AVAILABLE SCORE</b>	<b>450</b>

**PROPOSAL EVALUATION RATING FORM - ATTACHMENT K  
TRANSPORTATION SERVICES CONTRACT NO. 22-11-559**

<b>TRANSPORTATION SERVICE DELIVERY</b>		<b>AVAIL SCORE</b>	<b>SCORE</b>
1	Provide information on Medicaid certification.	30	
2	Describe your ability to provide transportation services twenty-four hours per day, seven days per week.	5	
3	Describe your ability to provide timely transportation, including timeframe for scheduled pick-up.	5	
4	Describe your emergency transportation policy, including scheduling procedures.	5	
5	Describe your procedure for obtaining client signature for completed trip.	5	
6	Describe your call center operations.	15	
7	Describe your scheduling process, from initial contract to request transportation to client notification of scheduled pick-up time.	10	
8	Describe your ability to ensure Participant eligibility prior to scheduling transportation.	10	
9	Describe your will call policy/procedures, including response time for will call trips.	5	
10	Describe your policy/procedure for combined trips.	5	
11	Describe your policy/procedure for scheduling/transporting chemotherapy/dialysis patients.	10	
12	Describe your ability to provide group transportation to minor participants to/from specialized day treatment centers.	5	
13	Describe your ability to transport minors, with and without adult caretaker/Monitor.	5	
14	Describe your policy/procedure for calculating mileage.	5	
15	Describe your policy/procedure for weather emergencies.	5	
16	Describe your policy/procedure for transporting Participants with language barriers.	5	
17	Describe your policy/procedure for complaint resolution, including tracking and reporting.	10	
18	Describe your procedures for incident reporting.	5	
19	Describe your current customer satisfaction survey or ability to implement survey, including how survey information is reported to BCDJFS.	5	
20	Describe your policy/procedure for companion or additional persons riding with Participant.	5	
21	Describe your policy/procedure for no-show transportation trip(s).	5	
22	Describe your policy/procedure for canceled transportation trip(s).	5	
		<b>165</b>	
<b>STAFFING</b>			
23	Describe staffing required to provide services under ensuing contract (driver, call center, monitor, administration, other).	15	
24	Describe employee hiring policy/procedures.	10	

25	Describe training requirements for staff.	10
26	Given the ongoing staffing issues experienced by local industry, what is your agency doing to hire and/or maintain staffing at a level to adequately provide services.	10
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**VEHICLE REQUIREMENTS**

27	Describe the number and availability of vehicles necessary to provide services under ensuing contract (attach vehicle list).	15
28	Describe your vehicle maintenance policy/procedure.	5
29	Describe your car/booster seat policy/procedure, including inspections.	5
		<hr/> 25

**PROPOSAL EVALUATION RATING FORM - ATTACHMENT K  
TRANSPORTATION SERVICES CONTRACT NO. 22-11-559**

	PTS AVIAL	SCORE
<b>ADMINISTRATIVE (80 points)</b>		
30 Describe your ability to comply with federal and state laws.	5	
31 Describe your ability to meet all Contractual requirements.	5	
32 Describe your ability to meet confidentiality requirements.	5	
33 Describe your agency's HIPAA policy.	5	
34 Describe your ability to document and report service delivery, including information to be captured and record keeping policy/procedures.	10	
35 Describe your ability to obtain and maintain a performance bond for the contract period.	5	
36 Implementation plan	15	
37 Agency/company history	5	
38 Table of Organization	5	
39 Reference letters	10	
40 Annual audit.	5	
41 Disclosure of pending court actions/claims.	5	
42 Subcontractor(s). (0/-15 points)		
	<hr/>	
	80	
<b>BUDGETS/COST OF SERVICE (100 points)</b>		
43 Budgets	30	
44 Economic fluctuation on cost of service	10	
45 Unit rate calculations	20	
46 Proposal rate/cost (50 points/30 for lowest cost, 15 for second lowest cost, 5 for third lowest cost, 0 for all other cost)	50	
	<hr/>	
	110	
<b>RESPONSIVENESS TO BID</b>		
<b>FORMS</b> Required forms submitted.	5	
<b>PROPOSAL</b> Submitted per requirements.	20	
	<hr/>	
	25	