RESOLUTION APPROVING PURCHASE OF TRANSPORTATION SERVICE CONTRACTS WITH THE ASHTABULA COUNTY TRANSPORTATION SYSTEM (25-3001-ERT & 25-3002-HRT); BLACK EAGLE TRANSIT CO. (25-3003-ERT & 25-3004-HRT); COUNTRY NEIGHBOR PROGRAM, INC. (25-3005-ERT & 25-3006-HRT); RICHMOND TRANSPORTATION (25-3007-ERT & 25-3008-HRT) SUNSET TRANSPORTATION & RENTALS, LLC, (25-3009-ERT & 25-3010-HRT), ACDJFS

WHEREAS, on September 5, 2024 by Resolution No. 2024-409, proposals were awarded for Temporary Assistance for Needy Families (TANF); Title XX Social Service; and Transportation Programs; and

WHEREAS, it is now necessary to approve the Transportation agreements, as follows:

WHEREAS, Patrick Arcaro, Director of the Dept. of Job and Family Services, has presented the following contracts for the approval of the Board, to-wit:

ALL TERMS ARE EFFECTIVE: October 1, 2024 and ending September 30, 2025

SCOPE OF SERVICES: All sub grant agreements listed below provide Employment and Health related transportation services to eligible Ashtabula County residents.

ASHTABULA COUNTY TRANSPORTATION SYSTEM:
Provider: Ashtabula County Transportation System, 2924 Donahoe Dr., Ashtabula, OH 44004

- **Contract No.: 25-3001-ERT**
- **Cost: Not to Exceed,** $20,000.00

- **Contract No.: 25-3002-HRT**
- **Cost: Not to Exceed,** $500,000.00

BLACK EAGLE TRANSIT CO.:
Provider: Black Eagle Transit Co., 1853 W. Prospect Rd., Ashtabula, OH 44004

- **Contract No.: 25-3003-ERT**
- **Cost: Not to Exceed,** $20,000.00

- **Contract No.: 25-3004-HRT**
- **Cost: Not to Exceed,** $750,000.00

COUNTRY NEIGHBOR PROGRAM, INC.
Provider: Country Neighbor Program, Inc., PO Box 212, Orwell, OH 44076

- **Contract No.: 25-3005-ERT**
- **Cost: Not to Exceed,** $5,450.00

- **Contract No.: 25-3006-HRT**
- **Cost: Not to Exceed,** $381,500.00

RICHMOND TRANSPORTATION
Provider: Richmond Transportation, 1813 E. 51st St., Ashtabula, OH 44004

- **Contract No.: 25-3007-ERT**
- **Cost: Not to Exceed,** $20,000.00

- **Contract No.: 25-3008-HRT**
- **Cost: Not to Exceed,** $750,000.00

SUNSET TRANSPORTATION & RENTALS, LLC
Provider: Sunset Transportation & Rentals, LLC, 4519 E. Maple Rd., Geneva, OH 44041

- **Contract No.: 25-3009-ERT**
- **Cost: Not to Exceed,** $20,000.00

- **Contract No.: 25-3010-HRT**
- **Cost: Not to Exceed,** $750,000.00

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Agreements, as noted above, are approved in accordance with the copies now on file in this office.

ASHTABULA COUNTY COMMISSIONERS

CERTIFICATION PAGE

Resolution No. 2024-432 **September 17, 2024**

RESOLUTION APPROVING PURCHASE OF TRANSPORTATION SERVICE CONTRACTS WITH THE ASHTABULA COUNTY TRANSPORTATION SYSTEM (24-3001-ERT & 24-3002-HRT); BLACK EAGLE TRANSIT CO. (24-3003-ERT & 24-3004-HRT); COUNTRY NEIGHBOR PROGRAM, INC. (24-3005-ERT & 24-3006-HRT); RICHMOND TRANSPORTATION (24-3007-ERT & 24-3008-HRT) SUNSET TRANSPORTATION & RENTALS, LLC, (24-3009-ERT & 24-3010-HRT) AND ELITE EXECUTIVE TRANSPORTATION (24-3011-ERT & 24-3012-HRT) FOR EMPLOYMENT AND HEALTH RELATED TRANSPORTATION, ACDJFS

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

Kathryn L. Whittington	**Aye**
J.P. Ducro IV	**Aye**
Casey R. Kozlowski	**Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Lisa Hawkins

Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

Docusign Envelope ID: 28647642-82AC-4BB3-8656-F8F0DD036E72

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 25-3001-ERT

This contract made and entered into on the 1st day of **October 2024** by and between the **Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body** (hereinafter referred to as ACJFS), and **Ashtabula County Transportation System (ACTS),** located at: **2924 Donahoe Drive, Ashtabula, Ohio 44004** and whose phone number is: **440-994-2502**, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service**: Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal).

2. **Purpose**: ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.

3. **Contract Period**: This contract will be effective from **October 1, 2024,** through **September 30, 2025,** inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.

4. **Availability of Funds**: Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state, and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
   $ 20,000.00

5. **Cost and Delivery of Purchased Services**: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit I showing individual rates.

6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **OWF, SNAP ET/ABAWD, SNAP ET, LEAP, PRC**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case-by-case basis by ACJFS.

7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate

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agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees**: No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.

9. **No Show Fees:** A Provider cannot charge "no show" fees due to state Medicaid payment rules that do not allow billing for services not rendered.

10. **Payment for Purchased Service**: Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.

    The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

    Federal Award Project Description: FFY 2025 Transportation

    Name of Federal Awarding Agency: Department of Health and Human Services

    Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

    Federal Award Identification Number (FAIN): Not available at this time

    Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2024

    Is the Award Research and Development: No

    Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

11. **Invoice Format**: Provider's invoice will consist of:

    (1) A one-page summary invoice signed by an authorized representative and will include:
    - Contract number
    - Service month and year
    - Provider's name, address, telephone number and billing contact person's name
    - Total amount invoiced for the month

    (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:

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- ACJFS program to be charged
- Date of trip
- Client last name
- Client first name
- Client pickup address
- Client destination address
- Stop(s) address(es)
- PCA (personal care assistant) name(s) or indication if person is a PCA
- Total trip mileage
- Mileage rate
- Number of one-way trips per passenger
- Wait start & stop times
- Total wait minutes being charged
- Wait time rate
- Indication if trip is a lift
- Total trip charge
- Indication of whether trip was shared with other ACJFS client (to split cost of trip)
- Driver's name
- Report no-shows and cancellations as that could affect the eligibility of the client.

12. **Splitting the Cost of Trips**: Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

13. **Duplicate Billing**: Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.

14. **Amendment of Contract**: This contract may be amended at any time by a written amendment signed by both parties.

15. **Termination**:
    a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.

    b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.

    c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.

    d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.

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16. **Subcontracting**: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.

17. **Independent Contractors**: Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.

18. **Vehicle Maintenance and Inspection**: The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.

19. **Background Checks:** The Provider agrees to provide background checks of all employees that provide direct services to transportation participants and provide copies of the background checks to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire background checks.

20. **Incident and Accident Reports**: Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.

21. **On Time Performance**: The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.

22. **Complaint Procedure**: Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.

23. **Communication**: Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e., two-way radio, cellular phone.

24. **Financial Records**: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.

25. **Responsibility for Audit Exceptions**: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.

26. **Availability and Retention of Records**: All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries

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submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the 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 years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.

27. **Confidentiality**: Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub, or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

28. **Civil Rights**: ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The 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 and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (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 sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. **Indemnity and Insurance**:

    a. Indemnity: Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

    b. Insurance: Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

    Minimum coverage for General Liability in the amount of $1,000,000.00 each occurrence and Automobile Liability $1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. **Monitoring and Evaluation**: ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular

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intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.

31. **Accessibility of Program to the Public**: ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

32. **Accessibility to the Handicapped**: Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

33. **Maintenance of Service**: The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.

34. **Referral**: ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. **Equal Employment Opportunity**: The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

36. **Patent Rights, Copyrights and Rights in Data**: All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.

37. **Clean Air**: For contracts exceeding $100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.

38. **Debarment**: The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding $100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

39. **Lobbying**: The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding $100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.

40. **Licensing**: The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.

41. **Americans with Disabilities Act**: The Provider agrees to comply with the Americans with Disabilities Act of 1990.

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42. **Child Support Enforcement**: Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.

44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.

45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.

46. **Accreditation and Compliance with Tax, License, and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.

47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

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Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:

DocuSigned by:

FB74060D0EAC4B8...

Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

9/11/2024
Date

Signed by:

72C9CAC40E3D4A8...

DocuSigned by:

3E6154CBF4DA44C...

9/12/2024
Date

DocuSigned by:

8CC3D2025A6D44F...

Ashtabula County Board of Commissioners

Approved as to Legal Form Only:

Colleen M. O'Toole
Ashtabula County Prosecutor

9/9/24
Date

Matrix Matter No. 2024-CON-1059
Reviewed by Matthew J. Hebebrand, Esq.

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Exhibit I

Docusign Envelope ID: 28647642-82AC-4BB3-8656-F8F0DD036E72

Request for Proposals
For
Transportation Services

Health Related Transportation
Employment Related Transportation

Issued by:

The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004

Issue Date:

June 14, 2024

RFP Number:

ACJFS RFP #4-24

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-22 to 9-30-23, 44,367 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.

2. Reject any or all proposals, or any part thereof without cause.

3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.

4. Not select any applicant should ACJFS decide not to proceed.

5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	**Date: 6-14-24**
Question Period Begins	**Date: 6-14-24**
Pre-Proposal Conference	**Date: 6-24-24 @ 10:00 a.m.**
Question Period Ends	**Date: 6-24-24 @ 4:00 p.m.**
Proposals Due to Ashtabula County Board of Commissioners	**Date: 7-11-24 @ 2:30 p.m.**
Agreement Effective Date	**Date: 10-1-24**

Pre-Proposal Conference:

A pre-proposal conference will be held on June **24, 2024,** at **10:00 a.m.** at ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email by **4:00 p.m. on 6-24-24 to:**

ATTN: Renee Dragon, Program Evaluator
Email: RENEE.DRAGON@jfs.ohio.gov

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners
Attention Lisa Hawkins
25 West Jefferson Street
Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-11-24, and clearly marked with the applicant's name, address, and RFP number:

ACJFS RFP #4-24

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III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
   a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
   b. non-discrimination laws in the provision of services.
   c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
   d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

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3. All vehicles shall:
    a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
    b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
    c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.
4. Vehicles equipped for transporting participants remaining in wheelchairs shall:
    a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used.
    b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:
All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:
The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:
From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:
To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

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Section 1 - Application Information (Attachment A):
Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:
Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding, and identifying each required document).

A. Financial Statement Requirement: (with master copy only)
   1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

-or-

   2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

   In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

B. Articles of Incorporation
C. Proof of Liability Insurance/Other Required Insurance
D. Equal Employment Opportunity - Affirmative Action Plan
E. Professional or Operating licenses
F. Documents used for Monitoring
G. Employee Training Program description
H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
K. Affidavit of Non-Collusion
L. Non-Discrimination Agreement O.R.C. 153.59
M. Representations, Assurances, and Certifications document
N. Certification Regarding Lobbying
O. OMB Circular 2 CFR 200 Audit Certification Form
P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:
The Program Planning and Development section must include the following information:
A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
B. Provide a summary of service and description for each of these areas:
   1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
   2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
   3. Specifications:
      (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

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(b). Define a round trip ride.
(c). Describe the method of charging a "shared" trip.
(d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
(e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
(f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
(g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles, and "no-shows".
(h). Assure that ninety percent (90%) of shared-ride trips take no more than 60 minutes than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
(i). Report all incidents, accidents, or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during

C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):
An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:
1. A unit of service is equal to one mile.
2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:
The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

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Stage 1 Review:
"Qualified" proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed "Non-Qualified" and will not be considered.

2. Completeness of Submission - proposal submission must include:
    a. Required number of copies: 1 master and 3 copies (4 total)
    b. Section 1 Applicant Information Page (Attachment A)
    c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
    d. Section 3 Program Planning & Development
    e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed "Non - Qualified" and will not be reviewed in stage 2.

Stage 2 Review:
All "Qualified" proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
    - *A.* Applicant's program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
    - *B.1* Ability to adequately service clients according to hours of operation as stated in RFP.
    - *B.2* Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
    - Applicant has thoroughly defined the method of charging for trips.
    - The Applicant has sufficient vehicle capacity to meet the needs of the program.
    - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
    - *C.* Applicant is able to meet the geographical needs of the service area.
    - *D. & E.* organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
    - The budget effectively defines the unit rate.
    - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

- Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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Acceptance and Rejection of Proposals:
The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:
(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.
(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.
(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:
The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:
The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:
ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:
The agreement has a tentative effective date of **10-1-24 through 9-30-25**.

Invoicing:
Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:
ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

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See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:
The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:
Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:
Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds $100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

Patent or Copyright Liabilities:
The Provider will protect, defend, and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:
ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

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Appendix I

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Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. **Seating:**
   a. All seats must be securely fastened to the floor.
   b. No broken tubing or protruding pieces of metal should be around seats.

2. **Defrosters & Heaters:**
   a. Must operate as designed.
   b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
   c. Hoses must not have cracks or leaks and must otherwise be in good condition.
   d. Fan guards must be metal or plastic.

3. **Windshield Wipers & Washers:**
   a. Must operate as designed.
   b. Wiper blades in the vehicle operator's field of vision must be clean.
   c. Wiper blades must not be brittle or badly worn.

4. **Vehicle Floor:**
   a. Must be metal.
   b. Must be intact without holes.

5. **Mirrors:**
   a. Must have a least one rear view interior mirror that is properly secured and in proper placement.
   b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
   c. Prismatic lens must be properly installed.
   d. All mirrors must enable operators to see a clean image (i.e., without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. **Emergency Equipment:**
   a. The red reflectors must be stored in the vehicle.
   b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b., c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
   c. The vehicle must be equipped with a first aid kit.

7. **Brakes:**
   a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
   b. Tail exhaust pipes are properly secured to prevent dropping on the break line.
   c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
   d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
   e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
   f. All moisture ejection valves must be free of leaks and in proper working order.

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8. **Emergency Brakes:**
    a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
    b. If the emergency brake is located on the drive shaft, the brakes shall:
        i. Hold the vehicle in parked position;
        ii. Be properly mounted, and;
        iii. Have cables that are properly lubricated and not hazardously worn.

9. **Steering Gear:**
    a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
    b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
    c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
    d. Tie rod ends must function properly.
    e. Tires must not rub any chassis or body component in any position.

10. **Horn:** Must operate as designed.

11. **Windshield & Windows:**
    a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
    b. Plexiglass will not be used to replace safety glass.

12. **Emergency Door:**
    Applicable to Bus Type Vehicles
    a. The door must be able to open to its maximum width without catching or binding.
    b. All handles must be permanently installed.
    c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
    d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
    e. The door must be free of temporary or permanent obstructions.
    f. No padlocks or other added security devises are to be used to secure the door while the vehicle is in motion.

13. **Springs & Shocks:**
    a. Must be intact.
    b. Must be properly mounted.
    c.

14. **Tires:**
    a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
    b. Retread tires should not be located on the steering axle.
    c. Must be free of irregular wear, cuts, bruises, and breaks.
    d. Must be balanced and in proper alignment.
    e. All lugs must be present and fitted tightly on tires.
    f. All tread types must match mated tires.

15. **Exhaust System**:
    a. Must be intact and operating as designed.
    b. All pipe and muffler joints must be properly welded or clamped.
    c. Exhaust manifolds must be free of cracks and missing bolts.

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16. Lights:

a. Must operate as designed.
b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

a. Condition must be intact.
b. Must be free of broken parts that can cause injury.

18. Gas Tank:

a. Must be free of rust, damage, or leaks.
b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

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Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

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Exhibit II
(Fee Schedule)

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Transportation Provider Form

Date	October 1, 2024 through September 30, 2025		
Company Name	Ashtabula County Transportation System (ACTS)		
Contact Person	Carol Lennon, ACTS Project Manager		
Address City, State, Zip	2924 Donahoe Drive Ashtabula, Ohio 44004		
Phone Number	440-994-2502		
Fax Number	440-998-1538		
Are you a Licensed Provider?	**Yes** **No** *X*	**If yes, what is your License Number?**	N/A

Complete all lines that pertain to your service

Rates	In County	Out of County	Private Pay
Rates-One Way Trip	October 1, 2024, to September 30,2025 $65.25 Vehicle Hour	N/A	18 yrs. + $2.00 E&D Card $1.00 3-17 Yrs. $.75 0-2 Yrs. FREE
Mileage	N/A	N/A	N/A

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **ASHTABULA COUNTY TRANSPORTATION**
Date: **8/16/2024 3:12:43 PM**

This search produced the following list of **7** possible matches:

Name/Organization	Address
Ashe Cultural Center	2125 Superior Ave.
ASHE Culture Center, Inc.	2125 Superior Avenue
ASHE Culture Center, Phoenix Village Academy P2	2125 Superior Avenue
ASHE Culture Center, Phoenix Village Academy S1	2125 Superior Avenue
Ashford, Velma	4400 Clarkwood Parkway, Unit 225
George Washington Carver Preparatory Academy	11260 Chester Road, Suite 260
George Washington Carver Preparatory Academy	2283 Sunbury Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **$5,000.00**, and free from any previous encumbrances.

Agreement Title: An **Employment Related Transportation Sub-Grant Agreement** between **Ashtabula County Job & Family Services** and **Ashtabula County Transportation System (ACTS)**.

DocuSigned by:

181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/12/2024

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PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 25-3002-HRT

This contract made and entered into on the **1st** day of **October 2024** by and between the **Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body** (hereinafter referred to as ACJFS), and **Ashtabula County Transportation System (ACTS)** located at: **2924 Donahoe Drive, Ashtabula, Ohio 44004** and whose phone number is: **440-994-2502** , (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Title XIX of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service**: Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal).

2. **Purpose**: ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.

3. **Contract Period**: This contract will be effective from **October 1, 2024,** through **September 30, 2025,** inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.

4. **Availability of Funds**: Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
   $ 500,000.00

5. **Cost and Delivery of Purchased Services**: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit I showing individual rates.

6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **Title XX transportation, Non-emergency Transportation (NET), Pregnancy Related Services Transportation (PRS).** Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case-by-case basis by ACJFS.

7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

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8. **Fees**: No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.

9. **No Show Fees:** A Provider cannot charge "no show" fees due to state Medicaid payment rules that do not allow billing for services not rendered.

10. **Payment for Purchased Service**: Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.

    The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

    Federal Award Project Description: FFY 2025 Transportation

    Name of Federal Awarding Agency: Department of Health and Human Services

    Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

    Federal Award Identification Number (FAIN): Not available at this time

    Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2024

    Is the Award Research and Development: No

    Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

11. **Invoice Format**: Provider's invoice will consist of:

    (1) A one-page summary invoice signed by an authorized representative and will include:
    - Contract number
    - Service month and year
    - Provider's name, address, telephone number and billing contact person's name
    - Total amount invoiced for the month

    (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
    - ACJFS program to be charged
    - Date of trip

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- Client last name
- Client first name
- Client pickup address
- Client destination address
- Stop(s) address(es)
- PCA (personal care assistant) name(s) or indication if person is a PCA
- Total trip mileage
- Mileage rate
- Number of one-way trips per passenger
- Wait start & stop times
- Total wait minutes being charged
- Wait time rate
- Indication if trip is a lift
- Total trip charge
- Indication of whether trip was shared with other ACJFS client (to split cost of trip)
- Driver's name
- Report no-shows and cancellations as that could affect the eligibility of the client.

12. **Splitting the Cost of Trips**: Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

13. **Duplicate Billing**: Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.

14. **Amendment of Contract**: This contract may be amended at any time by a written amendment signed by both parties.

15. **Termination**:
    a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.

    b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.

    c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.

    d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.

16. **Subcontracting**: When deemed necessary to deliver services of the quantity and quality specified in

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Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.

17. **Independent Contractors**: Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.

18. **Vehicle Maintenance and Inspection**: The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.

19. **Background Checks:** The Provider agrees to provide copies of background checks, driver's license, and a certified driving history from the Bureau of Motor Vehicles of the Ohio Dept. of Public Safety, for all employees that provide direct services to transportation participants, to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire.

20. **Incident and Accident Reports**: Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.

21. **On Time Performance**: The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.

22. **Complaint Procedure**: Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.

23. **Communication**: Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e., two-way radio, cellular phone.

24. **Financial Records**: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.

25. **Responsibility for Audit Exceptions**: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.

26. **Availability and Retention of Records**: All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio,

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Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.

27. **Confidentiality**: Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

28. **Civil Rights**: ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The 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 and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (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 sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. **Indemnity and Insurance**:

    a. Indemnity: Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

    b. Insurance: Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonably foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

    Minimum coverage for General Liability in the amount of $1,000,000.00 each occurrence and Automobile Liability $1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. **Monitoring and Evaluation**: ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform

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at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.

31. **Accessibility of Program to the Public**: ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

32. **Accessibility to the Handicapped**: Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

33. **Maintenance of Service**: The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.

34. **Referral**: ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. **Equal Employment Opportunity**: The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

36. **Patent Rights, Copyrights and Rights in Data**: All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.

37. **Clean Air**: For contracts exceeding $100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.

38. **Debarment**: The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding $100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

39. **Lobbying**: The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding $100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.

40. **Licensing**: The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.

41. **Americans with Disabilities Act**: The Provider agrees to comply with the Americans with Disabilities Act of 1990.

42. **Child Support Enforcement**: Provider agrees to cooperate with ACJFS and any Ohio Child Support

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Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.

44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.

45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.

46. **Accreditation and Compliance with Tax, License, and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.

47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

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Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:

DocuSigned by:

FB74060D0EAC4B8...

Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

9/11/2024
Date

Signed by:

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DocuSigned by:

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DocuSigned by:

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Ashtabula County Board of Commissioners

9/12/2024
Date

Approved as to Legal Form Only:

Colleen M. O'Toole
Ashtabula County Prosecutor

9/4/24
Date

Matrix Matter No. 2024-CON-0158
Reviewed by Matthew J. Hebebrand, Esq.

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Exhibit I

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Request for Proposals
For
Transportation Services

Health Related Transportation
Employment Related Transportation

Issued by:

The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004

Issue Date:

June 14, 2024

RFP Number:

ACJFS RFP #4-24

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-22 to 9-30-23, 44,367 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.

2. Reject any or all proposals, or any part thereof without cause.

3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.

4. Not select any applicant should ACJFS decide not to proceed.

5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	**Date: 6-14-24**
Question Period Begins	**Date: 6-14-24**
Pre-Proposal Conference	**Date: 6-24-24 @ 10:00 a.m.**
Question Period Ends	**Date: 6-24-24 @ 4:00 p.m.**
Proposals Due to Ashtabula County Board of Commissioners	**Date: 7-11-24 @ 2:30 p.m.**
Agreement Effective Date	**Date: 10-1-24**

Pre-Proposal Conference:

A pre-proposal conference will be held on June **24, 2024,** at **10:00 a.m.** at ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email by **4:00 p.m. on 6-24-24 to:**

ATTN: Renee Dragon, Program Evaluator
Email: RENEE.DRAGON@jfs.ohio.gov

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners
Attention Lisa Hawkins
25 West Jefferson Street
Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-11-24, and clearly marked with the applicant's name, address, and RFP number:

ACJFS RFP #4-24

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III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
   a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
   b. non-discrimination laws in the provision of services.
   c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
   d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

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3. All vehicles shall:
    a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
    b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
    c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.
4. Vehicles equipped for transporting participants remaining in wheelchairs shall:
    a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used.
    b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:
All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:
The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:
From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:
To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

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Section 1 - Application Information (Attachment A):
Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:
Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding, and identifying each required document).

A. Financial Statement Requirement: (with master copy only)
   1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

-or-

   2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

   In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

B. Articles of Incorporation
C. Proof of Liability Insurance/Other Required Insurance
D. Equal Employment Opportunity - Affirmative Action Plan
E. Professional or Operating licenses
F. Documents used for Monitoring
G. Employee Training Program description
H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
K. Affidavit of Non-Collusion
L. Non-Discrimination Agreement O.R.C. 153.59
M. Representations, Assurances, and Certifications document
N. Certification Regarding Lobbying
O. OMB Circular 2 CFR 200 Audit Certification Form
P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:
The Program Planning and Development section must include the following information:
A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
B. Provide a summary of service and description for each of these areas:
   1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
   2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
   3. Specifications:
      (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

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(b). Define a round trip ride.
(c). Describe the method of charging a "shared" trip.
(d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
(e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
(f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
(g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles, and "no-shows".
(h). Assure that ninety percent (90%) of shared-ride trips take no more than 60 minutes than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
(i). Report all incidents, accidents, or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during

C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):
An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:
1. A unit of service is equal to one mile.
2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:
The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

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Stage 1 Review:
"Qualified" proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed "Non-Qualified" and will not be considered.

2. Completeness of Submission - proposal submission must include:
    a. Required number of copies: 1 master and 3 copies (4 total)
    b. Section 1 Applicant Information Page (Attachment A)
    c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
    d. Section 3 Program Planning & Development
    e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed "Non - Qualified" and will not be reviewed in stage 2.

Stage 2 Review:
All "Qualified" proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
    - *A.* Applicant's program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
    - *B.1* Ability to adequately service clients according to hours of operation as stated in RFP.
    - *B.2* Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
    - Applicant has thoroughly defined the method of charging for trips.
    - The Applicant has sufficient vehicle capacity to meet the needs of the program.
    - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
    - *C.* Applicant is able to meet the geographical needs of the service area.
    - *D. & E.* organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
    - The budget effectively defines the unit rate.
    - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

- Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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Acceptance and Rejection of Proposals:
The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:
(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.
(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.
(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:
The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:
The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:
ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:
The agreement has a tentative effective date of **10-1-24 through 9-30-25**.

Invoicing:
Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:
ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

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See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:
The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:
Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:
Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds $100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

Patent or Copyright Liabilities:
The Provider will protect, defend, and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:
ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

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Appendix I

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Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. **Seating:**
   a. All seats must be securely fastened to the floor.
   b. No broken tubing or protruding pieces of metal should be around seats.

2. **Defrosters & Heaters:**
   a. Must operate as designed.
   b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
   c. Hoses must not have cracks or leaks and must otherwise be in good condition.
   d. Fan guards must be metal or plastic.

3. **Windshield Wipers & Washers:**
   a. Must operate as designed.
   b. Wiper blades in the vehicle operator's field of vision must be clean.
   c. Wiper blades must not be brittle or badly worn.

4. **Vehicle Floor:**
   a. Must be metal.
   b. Must be intact without holes.

5. **Mirrors:**
   a. Must have a least one rear view interior mirror that is properly secured and in proper placement.
   b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
   c. Prismatic lens must be properly installed.
   d. All mirrors must enable operators to see a clean image (i.e., without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. **Emergency Equipment:**
   a. The red reflectors must be stored in the vehicle.
   b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b., c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
   c. The vehicle must be equipped with a first aid kit.

7. **Brakes:**
   a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
   b. Tail exhaust pipes are properly secured to prevent dropping on the break line.
   c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
   d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
   e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
   f. All moisture ejection valves must be free of leaks and in proper working order.

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8. **Emergency Brakes:**
    a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
    b. If the emergency brake is located on the drive shaft, the brakes shall:
        i. Hold the vehicle in parked position;
        ii. Be properly mounted, and;
        iii. Have cables that are properly lubricated and not hazardously worn.

9. **Steering Gear:**
    a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
    b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
    c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
    d. Tie rod ends must function properly.
    e. Tires must not rub any chassis or body component in any position.

10. **Horn:** Must operate as designed.

11. **Windshield & Windows:**
    a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
    b. Plexiglass will not be used to replace safety glass.

12. **Emergency Door:**
    Applicable to Bus Type Vehicles
    a. The door must be able to open to its maximum width without catching or binding.
    b. All handles must be permanently installed.
    c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
    d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
    e. The door must be free of temporary or permanent obstructions.
    f. No padlocks or other added security devises are to be used to secure the door while the vehicle is in motion.

13. **Springs & Shocks:**
    a. Must be intact.
    b. Must be properly mounted.
    c.

14. **Tires:**
    a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
    b. Retread tires should not be located on the steering axle.
    c. Must be free of irregular wear, cuts, bruises, and breaks.
    d. Must be balanced and in proper alignment.
    e. All lugs must be present and fitted tightly on tires.
    f. All tread types must match mated tires.

15. **Exhaust System**:
    a. Must be intact and operating as designed.
    b. All pipe and muffler joints must be properly welded or clamped.
    c. Exhaust manifolds must be free of cracks and missing bolts.

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16. Lights:

a. Must operate as designed.
b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

a. Condition must be intact.
b. Must be free of broken parts that can cause injury.

18. Gas Tank:

a. Must be free of rust, damage, or leaks.
b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

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Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

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Exhibit II
(Fee Schedule)

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Transportation Provider Form

Date	October 1, 2024 through September 30, 2025		
Company Name	Ashtabula County Transportation System (ACTS)		
Contact Person	Carol Lennon, ACTS Project Manager		
Address City, State, Zip	2924 Donahoe Drive Ashtabula, Ohio 44004		
Phone Number	440-994-2502		
Fax Number	440-998-1538		
Are you a Licensed Provider?	**Yes** **No *X***	**If yes, what is your License Number?**	N/A

Complete all lines that pertain to your service

Rates	In County	Out of County	Private Pay
Rates-One Way Trip	October 1, 2024, to September 30, 2025 $65.25 Vehicle Hour	N/A	18 yrs. + $2.00 E&D Card $ 1.00 3-17 Yrs. $.75 0-2 Yrs. FREE
Mileage	N/A	N/A	N/A

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **ASHTABULA COUNTY TRANSPORTATION**
Date: **8/16/2024 3:12:43 PM**

This search produced the following list of **7** possible matches:

Name/Organization	Address
Ashe Cultural Center	2125 Superior Ave.
ASHE Culture Center, Inc.	2125 Superior Avenue
ASHE Culture Center, Phoenix Village Academy P2	2125 Superior Avenue
ASHE Culture Center, Phoenix Village Academy S1	2125 Superior Avenue
Ashford, Velma	4400 Clarkwood Parkway, Unit 225
George Washington Carver Preparatory Academy	11260 Chester Road, Suite 260
George Washington Carver Preparatory Academy	2283 Sunbury Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **$125,000.00**, and free from any previous encumbrances.

Agreement Title: A **Health Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Ashtabula County Transportation System (ACTS)**.

DocuSigned by:

181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/12/2024

Docusign Envelope ID: 82853D6F-A0E1-43A5-AE60-8D29E2D583C3

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 25-3003-ERT

This contract made and entered into on the **1st** day of **October 2024** by and between the **Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body** (hereinafter referred to as ACJFS), and **Black Eagle Transit Co., Inc.** located at: **1753 West Prospect Road, Ashtabula, Ohio 44004,** and whose phone number is: **440-992-2156,** (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service**: Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal and the Provider's Proposal).

2. **Purpose**: ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.

3. **Contract Period**: This contract will be effective from **October 1, 2024,** through **September 30, 2025,** inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.

4. **Availability of Funds**: Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
   $ 20,000.00

5. **Cost and Delivery of Purchased Services**: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.

6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **OWF, SNAP ET/ABAWD, SNAP ET, LEAP, PRC**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case-by-case basis by ACJFS.

7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate

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agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees**: No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.

9. **No Show Fees:** A Provider cannot charge "no show" fees due to state Medicaid payment rules that do not allow billing for services not rendered.

10. **Payment for Purchased Service**: Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect, or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.

The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

Federal Award Project Description: FFY 2025 Transportation

Name of Federal Awarding Agency: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

Federal Award Identification Number (FAIN): Not available at this time

Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2024

Is the Award Research and Development: No

Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

11. **Invoice Format**: Provider's invoice will consist of:

(1) A one-page summary invoice signed by an authorized representative and will include:
- Contract number
- Service month and year
- Provider's name, address, telephone number and billing contact person's name
- Total amount invoiced for the month

(2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:

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- ACJFS program to be charged
- Date of trip
- Client last name
- Client first name
- Client pickup address
- Client destination address
- Stop(s) address(es)
- PCA (personal care assistant) name(s) or indication if person is a PCA
- Total trip mileage
- Mileage rate
- Number of one-way trips per passenger
- Wait start & stop times
- Total wait minutes being charged
- Wait time rate
- Indication if trip is a lift
- Total trip charge
- Indication of whether trip was shared with other ACJFS client (to split cost of trip)
- Driver's name
- Report no-shows and cancellations as that could affect the eligibility of the client.

12. **Splitting the Cost of Trips**: Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

13. **Duplicate Billing**: Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.

14. **Amendment of Contract**: This contract may be amended at any time by a written amendment signed by both parties.

15. **Termination**:
    a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.

    b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.

    c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.

    d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.

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16. **Subcontracting**: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.

17. **Independent Contractors**: Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.

18. **Vehicle Maintenance and Inspection**: The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.

19. **Background Checks:** The Provider agrees to provide background checks of all employees that provide direct services to transportation participants and provide copies of the background checks to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire background checks.

20. **Incident and Accident Reports**: Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.

21. **On Time Performance**: The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.

22. **Complaint Procedure**: Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.

23. **Communication**: Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e., two-way radio, cellular phone.

24. **Financial Records**: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.

25. **Responsibility for Audit Exceptions**: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.

26. **Availability and Retention of Records**: All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries

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submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the 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 years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.

27. **Confidentiality**: Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub, or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

28. **Civil Rights**: ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The 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 and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (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 sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. **Indemnity and Insurance**:

    a. Indemnity: Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

    b. Insurance: Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

    Minimum coverage for General Liability in the amount of $1,000,000.00 each occurrence and Automobile Liability $1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. **Monitoring and Evaluation**: ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular

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intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.

31. **Accessibility of Program to the Public**: ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

32. **Accessibility to the Handicapped**: Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

33. **Maintenance of Service**: The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.

34. **Referral**: ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. **Equal Employment Opportunity**: The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

36. **Patent Rights, Copyrights and Rights in Data**: All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.

37. **Clean Air**: For contracts exceeding $100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.

38. **Debarment**: The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding $100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

39. **Lobbying**: The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding $100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.

40. **Licensing**: The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.

41. **Americans with Disabilities Act**: The Provider agrees to comply with the Americans with Disabilities Act of 1990.

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42. **Child Support Enforcement**: Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.

44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.

45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.

46. **Accreditation and Compliance with Tax, License, and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.

47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

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Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:

DocuSigned by:

FB74060D0EAC4B8...

Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

9/12/2024
Date

DocuSigned by:

84F95297E391476...

Black Eagle Transit Co.

9/12/2024
Date

Signed by:

72C9CAC40F3D4A8...

DocuSigned by:

3E6154CBF4DA44C...

9/13/2024
Date

DocuSigned by:

8CC3D2025A6D44F...

Ashtabula County Board of Commissioners

Approved as to Legal Form Only:

Colleen M. O'Toole
Ashtabula County Prosecutor

9/4/24
Date

Matrix Matter No. 2024-CON-0161
Reviewed by Matthew J. Hebebrand, Esq.

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Exhibit I

Docusign Envelope ID: 82853D6F-A0E1-43A5-AE60-8D29E2D583C3

Request for Proposals
For
Transportation Services

Health Related Transportation
Employment Related Transportation

Issued by:

The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004

Issue Date:

June 14, 2024

RFP Number:

ACJFS RFP #4-24

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-22 to 9-30-23, 44,367 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.

2. Reject any or all proposals, or any part thereof without cause.

3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.

4. Not select any applicant should ACJFS decide not to proceed.

5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	**Date: 6-14-24**
Question Period Begins	**Date: 6-14-24**
Pre-Proposal Conference	**Date: 6-24-24 @ 10:00 a.m.**
Question Period Ends	**Date: 6-24-24 @ 4:00 p.m.**
Proposals Due to Ashtabula County Board of Commissioners	**Date: 7-11-24 @ 2:30 p.m.**
Agreement Effective Date	**Date: 10-1-24**

Pre-Proposal Conference:

A pre-proposal conference will be held on June **24, 2024,** at **10:00 a.m.** at ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email by **4:00 p.m. on 6-24-24 to:**

ATTN: Renee Dragon, Program Evaluator
Email: RENEE.DRAGON@jfs.ohio.gov

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners
Attention Lisa Hawkins
25 West Jefferson Street
Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-11-24, and clearly marked with the applicant's name, address, and RFP number:

ACJFS RFP #4-24

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III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
   a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
   b. non-discrimination laws in the provision of services.
   c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
   d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

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3. All vehicles shall:
    a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
    b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
    c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.
4. Vehicles equipped for transporting participants remaining in wheelchairs shall:
    a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used.
    b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:
All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:
The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:
From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:
To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

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Section 1 - Application Information (Attachment A):
Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:
Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding, and identifying each required document).

A. Financial Statement Requirement: (with master copy only)

1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

-or-

2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

B. Articles of Incorporation
C. Proof of Liability Insurance/Other Required Insurance
D. Equal Employment Opportunity - Affirmative Action Plan
E. Professional or Operating licenses
F. Documents used for Monitoring
G. Employee Training Program description
H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
K. Affidavit of Non-Collusion
L. Non-Discrimination Agreement O.R.C. 153.59
M. Representations, Assurances, and Certifications document
N. Certification Regarding Lobbying
O. OMB Circular 2 CFR 200 Audit Certification Form
P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:
The Program Planning and Development section must include the following information:

A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
B. Provide a summary of service and description for each of these areas:
   1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
   2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
   3. Specifications:
      (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

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(b). Define a round trip ride.
(c). Describe the method of charging a "shared" trip.
(d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
(e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
(f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
(g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles, and "no-shows".
(h). Assure that ninety percent (90%) of shared-ride trips take no more than 60 minutes than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
(i). Report all incidents, accidents, or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during

C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):
An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:
1. A unit of service is equal to one mile.
2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:
The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

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Stage 1 Review:
"Qualified" proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed "Non-Qualified" and will not be considered.

2. Completeness of Submission - proposal submission must include:
    a. Required number of copies: 1 master and 3 copies (4 total)
    b. Section 1 Applicant Information Page (Attachment A)
    c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
    d. Section 3 Program Planning & Development
    e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed "Non - Qualified" and will not be reviewed in stage 2.

Stage 2 Review:
All "Qualified" proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
    - *A.* Applicant's program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
    - *B.1* Ability to adequately service clients according to hours of operation as stated in RFP.
    - *B.2* Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
    - Applicant has thoroughly defined the method of charging for trips.
    - The Applicant has sufficient vehicle capacity to meet the needs of the program.
    - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
    - *C.* Applicant is able to meet the geographical needs of the service area.
    - *D. & E.* organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
    - The budget effectively defines the unit rate.
    - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

- Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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Acceptance and Rejection of Proposals:
The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:
(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.
(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.
(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:
The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:
The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:
ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:
The agreement has a tentative effective date of **10-1-24 through 9-30-25**.

Invoicing:
Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:
ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:
The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:
Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:
Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds $100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

Patent or Copyright Liabilities:
The Provider will protect, defend, and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:
ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

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Appendix I

Docusign Envelope ID: 82853D6F-A0E1-43A5-AE60-8D29E2D583C3

Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. **Seating:**
   a. All seats must be securely fastened to the floor.
   b. No broken tubing or protruding pieces of metal should be around seats.

2. **Defrosters & Heaters:**
   a. Must operate as designed.
   b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
   c. Hoses must not have cracks or leaks and must otherwise be in good condition.
   d. Fan guards must be metal or plastic.

3. **Windshield Wipers & Washers:**
   a. Must operate as designed.
   b. Wiper blades in the vehicle operator's field of vision must be clean.
   c. Wiper blades must not be brittle or badly worn.

4. **Vehicle Floor:**
   a. Must be metal.
   b. Must be intact without holes.

5. **Mirrors:**
   a. Must have a least one rear view interior mirror that is properly secured and in proper placement.
   b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
   c. Prismatic lens must be properly installed.
   d. All mirrors must enable operators to see a clean image (i.e., without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. **Emergency Equipment:**
   a. The red reflectors must be stored in the vehicle.
   b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b., c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
   c. The vehicle must be equipped with a first aid kit.

7. **Brakes:**
   a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
   b. Tail exhaust pipes are properly secured to prevent dropping on the break line.
   c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
   d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
   e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
   f. All moisture ejection valves must be free of leaks and in proper working order.

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8. **Emergency Brakes:**
    a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
    b. If the emergency brake is located on the drive shaft, the brakes shall:
        i. Hold the vehicle in parked position;
        ii. Be properly mounted, and;
        iii. Have cables that are properly lubricated and not hazardously worn.

9. **Steering Gear:**
    a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
    b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
    c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
    d. Tie rod ends must function properly.
    e. Tires must not rub any chassis or body component in any position.

10. **Horn:** Must operate as designed.

11. **Windshield & Windows:**
    a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
    b. Plexiglass will not be used to replace safety glass.

12. **Emergency Door:**
    Applicable to Bus Type Vehicles
    a. The door must be able to open to its maximum width without catching or binding.
    b. All handles must be permanently installed.
    c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
    d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
    e. The door must be free of temporary or permanent obstructions.
    f. No padlocks or other added security devises are to be used to secure the door while the vehicle is in motion.

13. **Springs & Shocks:**
    a. Must be intact.
    b. Must be properly mounted.
    c.

14. **Tires:**
    a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
    b. Retread tires should not be located on the steering axle.
    c. Must be free of irregular wear, cuts, bruises, and breaks.
    d. Must be balanced and in proper alignment.
    e. All lugs must be present and fitted tightly on tires.
    f. All tread types must match mated tires.

15. **Exhaust System**:
    a. Must be intact and operating as designed.
    b. All pipe and muffler joints must be properly welded or clamped.
    c. Exhaust manifolds must be free of cracks and missing bolts.

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16. Lights:

a. Must operate as designed.
b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

a. Condition must be intact.
b. Must be free of broken parts that can cause injury.

18. Gas Tank:

a. Must be free of rust, damage, or leaks.
b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

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Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

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ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION

AGENCY / ORGANIZATION NAME: BLACK EAGLE TRANSIT CO.

ADDRESS: 5600 W. 58th St. ASHTABULA, OH 44004

PHONE: 440-992-2157 FAX: 440-992-9376

SERVICE SITE (if different than above): _____

ADDRESS: _____

PHONE: _____ FAX: _____

FEDERAL TAX I.D. NUMBER: 20-5417461

EXECUTIVE DIRECTOR/DIRECTOR: KYLE BRUCKMAN Kyle@ashtabulacitycab.com

PROGRAM COORDINATOR: JOYCE BOSWORTH EMAIL: citytaxicab@yahoo.com

FISCAL CONTACT: JOYCE BOSWORTH EMAIL: _____

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: KYLE BRUCKMAN SIGNATURE: _____
(Note: original signature must be in blue ink)

TITLE: President DATE: 07/02/2024

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Section 2 (G)
Employee Training Program Description

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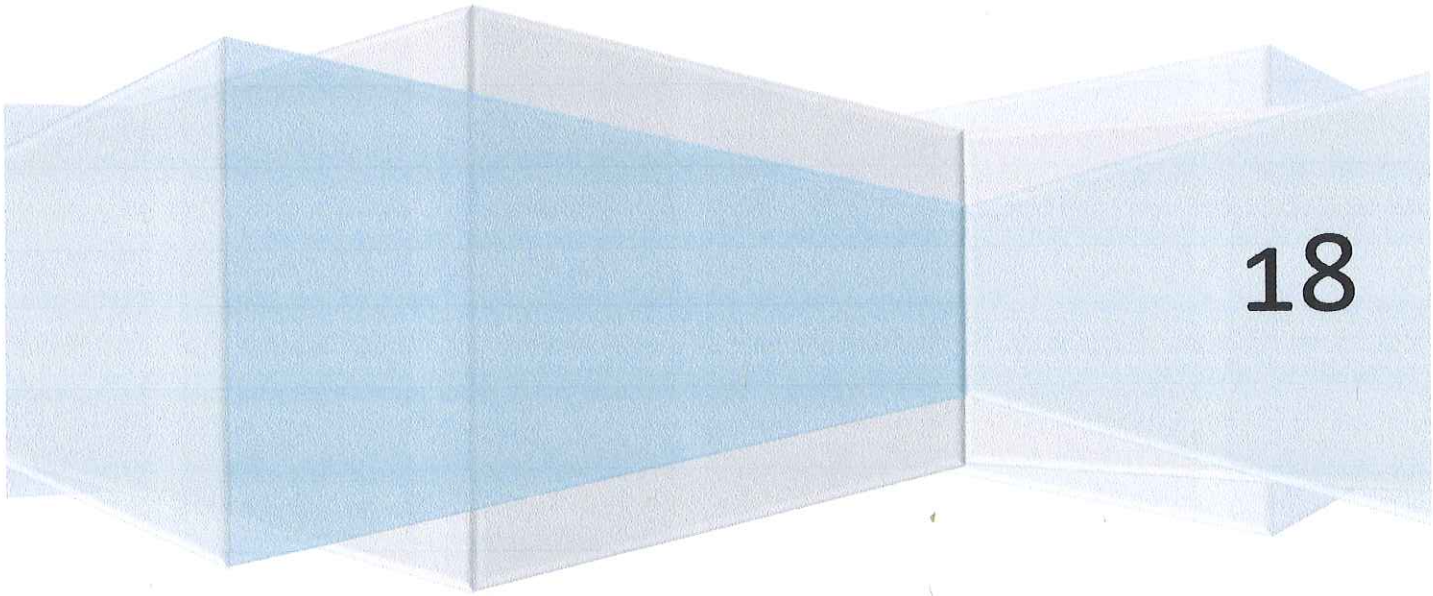
BLACK EAGLE TRANSIT CO.
5600 W 58th ST. – ASHTABULA, OHIO 44004

NEW HIRE
DRIVER TRAINING



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New Hire

1.1 Hiring New Drivers

A. After receiving Application:
   1. Schedule background check (reject if they do not pass requirements)
   2. Run DMV check (reject if not acceptable or if over 4 pts. on record)

1.2 Set up interview

A. Mark time that interviewee arrives
B. Look at neatness and cleanliness
C. Have interviewee sit between the interviewers
   1. Conduct interview (name, address, etc.)
   2. Make sure they have reliable transportation
   3. If they have children, do they have reliable babysitting?
   4. How do they handle pressure?
   5. Can they work extra shifts if needed?
   6. Which direction is New York?
   7. Which direction is Pennsylvania?
   8. Which direction is Toledo?
   9. Which direction in Cleveland?
   10. Which direction in Youngstown?
   11. Will you sign an information release form for previous employers?
   12. Would they be a lift driver and take lift training?
D. Do a drug test (if they pass move on to next step: if they fail escort them from property)
E. Set up the Driver Trainer time and date of ride along.
   1. Give them all required paperwork for the ride along
      A. Clipboard, map book, daily driver sheet, vehicle defect report, unusual incident/ accident report, tire inspection form, Daily vehicle inspection sheet, Dr. list with address, street cheat list, List of pay source codes, the "10" codes, Lakeside Elementary campus map, Thistlewood Map, Geneva state park Map.
      B. Talk to driver trainer and review the on-board training evaluation sheet (if driver trainer evaluation is bad explain why we cannot hire them)
      C. Have them take driver training comprehension test
         1. Go over the test and help where needed
         2. Get signed agreement

2.1 After 30day probation scheduled with HR for training in

1. Give training or schedule train in
   A. CPR
   B. First Aid

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C. Blood borne pathogens
D. Drug and Alcohol procedures and polices
E. Diversity training (language, religion, limited physical abilities and ethnicity)
F. Stress management training

2.2 Uniforms (note for pay deduction hats and shirt)

1. Hat (supplied)
2. Shirts (supplied)
3. Explain personal hygiene
4. Coats (not supplied)
5. All shoes and pants cannot be holey, torn or ripped. They must be clean and neat

2.3 Lift training to be scheduled with an experienced lift driver and certified PASS instructor

1. Training on wheelchair
   A. Raising and lowering the lift
   B. How to load wheelchair
   C. How to set the brakes
   D. How to place and secure all tie downs

2. Training on lift van
   A. Engine
   B. Brakes
   C. E brake
   D. Signals
   E. Switches
   F. Maneuverability of vehicle
   G. Capacity
   H. All safety
   I. Manual lifts

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Name: _____

Company/Division: _____

Trainer: _____

Date: _____

Defensive Driving for Light & Medium Duty Vehicles
DVD Quiz

Directions: Read each statement carefully and circle the response that best answers the question.

1. Driving defensively means:

   A. Always being in control of your vehicle
   B. Knowing what other drivers are doing
   C. Being prepared for anything that might occur on the road
   D. All of the above

2. A sound trip plan includes:

   A. Where you're going
   B. Where you're going and when you'll arrive
   C. Where you're going, the route you'll take, and when you'll arrive
   D. Where you're going, the route you'll take, where you're stopping, and when you'll arrive

3. On average, how many people die in motor vehicle crashes each year:

   A. 28,000
   B. 36,000
   C. 40,000
   D. 53,000

4. Total stopping distance depends on what three factors:

   A. Perception distance, reaction distance, and braking distance
   B. Perception distance, operating distance, and braking distance
   C. Prevention distance, operating distance, and braking distance
   D. Prevention distance, reaction distance, and braking distance

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5. Which of the following would not be considered a major type of driving distraction:

   A. Mental distraction
   B. Auditory distraction
   C. Physical distraction
   D. Visual distraction

6. If a vehicle moves into your safety cushion in front of your vehicle, you should:

   A. Slow down and readjust your following distance
   B. Speed up and pass the vehicle at the next safest opportunity
   C. Hit the brakes until you regain a 2-3 car length safety cushion
   D. Speed up to close the gap until the vehicle changes lanes

7. When looking for potential hazards while driving you should visually scan:

   A. 8-10 seconds ahead of your vehicle
   B. One block in the city and 1/4 mile on the highway ahead of your vehicle
   C. 10-12 seconds ahead of your vehicle
   D. Two blocks in the city and 1/2 mile on the highway ahead of your vehicle

8. If you feel ice forming on the front of your outside mirror:

   A. It will soon form on your windshield
   B. It will form on the road within ten minutes
   C. It may also be forming on the road
   D. Pull over and scrape it off

9. Which of the following is considered a triple threat distraction:

   A. Texting while driving
   B. Eating while driving
   C. Applying make-up while driving
   D. Having a conversation with a passenger while driving

10. The leading causes of vehicle crashes are:

    A. Distracted driving and excessive speed
    B. Adverse weather conditions and road debris
    C. Poor hazard perception and adverse weather conditions
    D. Excessive speed and following too closely

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BLACK EAGLE TRANSIT CO.

-On Board Driver Training Evaluation-

Trainee Name: _____ **Vehicle Unit #:** _____ **Date:** _____

Trainer Name: _____ **Training Time:** _____ **To** _____

(1)Excellent	(2)Good	(3)Average	(4)Fair	(5)Poor	(6) N/A

Driving Skills:	1 - 6	Customer Service Skills:	1 - 6
Speed for Conditions		Greeting Passengers	
Acceleration		Courteous & Friendly	
Left Turns		Attitude	
Right Turns		Assisting Passengers	
Stopping		Appropriate Language Usage	
Following Distance		Personal Hygiene & Appearance	
Attention to the Road		Safety Oriented	
Attitude Towards Other Vehicles		Professionalism	
Backing Up		Overall Evaluation	
Railroad Crossing			
Changing Lanes		**Observation Skills:**	
4-Way Stops		Approaching Intersections	
Signaling		Yeilding / Right-Away	
Overall Evaluation		Mirror Usage	
		Checking Blind Spots	
Radio Usage:		Traffic Signals & Signs	
Understands "10" Code		Curb Lane Turns	
Uses Brief Concise Messages		Courtesy to Other Drivers	
Appropriate Language Usage		Courtesy to Pedestrians	
Says Unit # Before Speaking		Attention to Driving	
Overall Evaluation		Overall Evaluation	

Trainer Comments:

_____

_____

_____

_____

_____

_____

_____

Overall Evaluation: (Circle only One)

(1)Excellent	(2)Good	(3)Average	(4)Fair	(5)Poor	(6) N/A

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LIFT OPERATION PROCEDURES AND CHECKLIST:

Wheelchair lifts make it possible to load wheelchairs of all weights in an efficient and safe manner. However, lifts are potentially hazardous equipment. They must be maintained and operated properly. Considerable caution and awareness is needed when operating a lift. No one but the vehicle operator should operate the vehicle wheelchair lift. Lifts may differ slightly in structure and operation. Therefore, each vehicle operator should be familiar with all the lifts likely to be used.

These are general procedures that will apply to all lifts. The Sponsoring Agency may have specific policies pertaining to wheelchair lift operations. It is recommended that you check with your supervisor concerning these policies.

Loading Riders Who Use Wheel Chairs:	Checklist
A. Upon arriving at your destination:	
1. Stop on level ground.	☐
2. Make certain there is room for the lift platform to open without hitting obstacles.	☐
3. Put vehicle in Park, not Neutral. The lift will not work if the transmission is in Neutral.	☐
4. Set the parking brake.	☐
B. Opening doors:	
1. Open lift doors from outside vehicle.	☐
2. Securely lock doors in open position.	☐
C. Deploying the lift:	
1. The lift is always operated from the ground.	☐
2. Do not remain in the vehicle while raising and lowering the lift platform.	☐
3. Lower the lift platform until it rests entirely on the ground.	☐
4. Unfold the outboard roll stop.	☐
5. Fasten the wheelchair seatbelt around the rider.	☐
D. Interacting with passengers and getting onto the lift platform:	
1. Greet passengers; talk to them, not around them.	☐
2. Ask passenger if they would like assistance in getting onto the lift platform.	☐
3. If lift is ADA approved, the passenger may ride on the lift facing the van.	☐
4. If the lift is not ADA approved, explain the potential hazard and request that the passenger ride on the lift with their back to the vehicle. Remember under the ADA, it is the rider's choice.	☐
5. If the lift is equipped with a safety belt make certain that it is attached and secure.	☐
E. Lift operation:	
1. Set the wheelchair locks.	☐
2. Have the rider hold on the handrails if able.	☐
3. Remind the rider to keep arms and hands within the lift area and clear of moving parts.	☐
4. Stand on ground with one hand on the wheelchair and one hand operating the controls.	☐

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Checklist

Loading Riders Who Use Wheel Chairs (continued):

5. Raise the platform only a couple of inches. ☐
6. Check the front safety barrier to make sure it is locked. ☐
7. Continue raising the lift platform to the floor level. ☐

F. Transferring to the vehicle:

1. Put lift controls in secure position with one hand while holding onto the wheelchair with the other. ☐
2. Release the wheelchair wheel locks. ☐
3. Push the wheelchair into the van. ☐
4. Reach in and lock the wheels. ☐
5. Fold the lift into the travel position and shut the doors. ☐

G. Unloading: Use a logical reversed sequence for unloading.

Notes on power chairs and scooters

Caution is needed when loading a power wheelchair onto a lift. If the chairs power is left on, there is potential for the chair to move while on the lift, even if the brakes are applies. Many individuals operating these chairs are slow in reaction, or may have involuntary movements which may cause their hand or arm to hit the control stick. It is recommended that the power sources be disengaged while lifting a power wheelchair.

Boarding standees on the lift

The ADA allows anyone who wishes to board the vehicle standing on the lift. The procedures for loading a standee are similar to those used for boarding a person in a wheelchair. With an ADA approved lift the person should board facing inward after the roll stop has been lowered. The person should be encouraged to let go of any mobility device like a walker and to grasp the hand rails. The safety belt, if there is one, should be secured behind the standee. Once the lift is in level with the floor of the van, the standee should be instructed to move into the vehicle.

Walking Aids

When transporting people who use walking aids, it is the driver's responsibility to store the walking aid in a safe and secure place. Ask the passenger if there is a special way they would like the walking aid to be handled. If a passenger is using a cane, they may prefer to keep it with them.

Manual operation of the lift

Most lifts are equipped with a hydraulic pump located within the plastic motor housing on the side of the lift. A steel pump arm is found on the outside of the housing or the lift frame.

Lowering: To lower the platform manually, turn the bleeder valve, located near the pump opening, just enough to allow the platform to drop slowly. Do not unscrew it too far or hydraulic fluid will leak. When the platform has reached the ground tighten the valve.

Raising: To raise the platform, insert the pump arm into the pump opening. Pump the arm. The platform will slowly rise very slowly.

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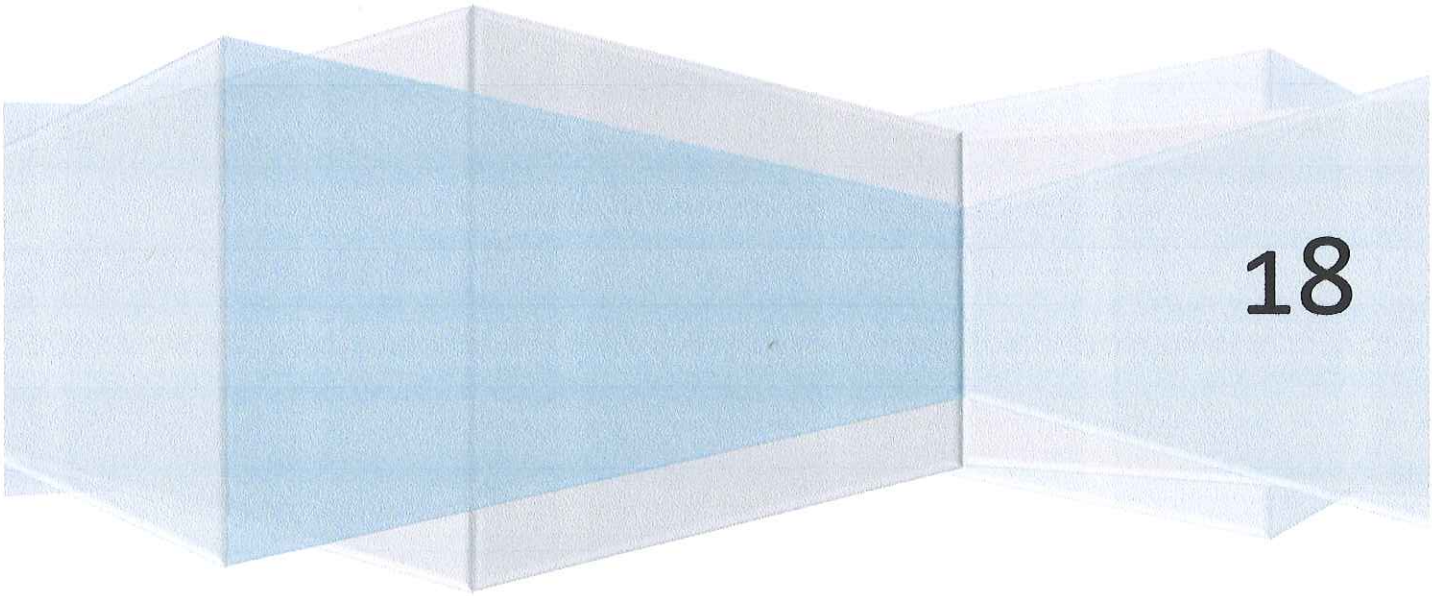
BLACK EAGLE TRANSIT CO.
5600 W 58th ST. – ASHTABULA, OHIO 44004

NEW HIRE
DISPATCHER TRAINING



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New Hire

1.1 Hiring New Dispatchers
- A. After receiving Application:
  1. Run back ground check via internet (reject if not acceptable)

1.2 Set up interview
- A. Mark time that interviewee arrives
- B. Look at neatness and cleanliness
- C. Have interviewee sit between the interviewers
  1. Conduct interview (name, address, etc.)
  2. Make sure they have reliable transportation?
  3. If they have children, do they have reliable babysitting?
  4. How do they handle pressure?
  5. Can they work extra shifts if needed?
  6. Could they be bonded if needed to handle large sums of money
  7. Which direction is New York?
  8. Which direction is Pennsylvania?
  9. Which direction is Toledo?
  10. Which direction in Cleveland?
  11. Which direction in Youngstown?
  12. Will you sign an information release form for previous employers?
- D. Do a drug test (if they pass move on to next step: if they fail escort them from property)
- E. Set up the training for the new hire
  1. The new hire should shadow a current dispatcher watching and taking notes for no fewer than 2 days then they should start to learn the duties of the job
     - A. Phone etiquette – try to always talk with a smile (even though they cannot see you they can still tell if you are smiling or not)
     - B. Radio etiquette is very important
       - a. No cursing over the air (we are governed by the FCC)
       - b. No first names are to go over the air
       - c. The "10" codes are to be learned and used
       - d. No "fare" amounts for county go over the air, only mileage
       - e. Never to use a driver's name always use their unit number
     - C. Google Maps is key, it must be done right the first time
       - a. All county runs must start at base (5600 W 58th St. Ashtabula, Ohio)
       - b. All county runs 24.9 miles and under must be ran from Base, PU, to Drop at Shortest Distance
       - c. All county runs over 25 miles must be ran from Base, PU, Drop, and back to Base at Shortest Travel Time
       - d. Local fares start at $12.24 which covers 3.4 miles and under with no stops and goes up in 1-mile increments
       - e. Wait time is done per minute at $0.50, the client does receive 5 minutes free wait time at the first stop and only the first stop it will not roll over to any other stops. The client could also use up the 5 minutes free wait time while the driver is waiting for them at the pick-up (so anything after that would be billable wait time)

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Exhibit II
(Fee Schedule)

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Black Eagle Transit Company
Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile:	$ 3.45	General Unit Rate is $3.45 per mile with the following modifications:
One Way - Flat Rate:	$ 11.73	Up to and including 3.4 miles, Base to pick-up to destination. Miles are calculated Base to pick up to destination without regard to Ashtabula City boundaries. Trips are scheduled to pickup close to 15 minutes before or after the scheduled pickup time.
Round Trip - Flat Rate	$23.46	Up to and including 6.8 miles with (1) stop, regardless of whether it is inside or outside of the City of Ashtabula up to and including 3.4 miles starting at base.
Per Mile Charge (Non-Flat Rate Trips)	$ 3.45	One-way trips exceeding 3.4 miles or round trips exceeding 6.8 miles. Trips up to 24.9 miles from Base to pick-up to destination and trips 25 miles or greater from Base to pick-up to destination and return to Base.
Wait Time	$ 0.45	Wait time is charged at a rate of $0.45 per minute for all trip types. The first 5 minutes are free. Wait time is charged per vehicle not per person. We will only wait at the pickup address for up to 5 minutes before marking them a no show and leaving.
All trips are to be map quested for mileage:		Trips up to 24.9 miles will be map quested using shortest distance. Trips greater than 24.9 miles will be map quested using shortest time.

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **BLACK EAGLE TRANSIT CO.**
Date: **8/16/2024 3:10:21 PM**

This search produced the following list of **5** possible matches:

Name/Organization	Address
Black, Amy	314 Idaho St
Blackwell, Amber	33662 Hysell Run Road
Blagg, Timothy	15989 State Route 93
Blanton, Rachel	10052 State Route 772
Brock-Blanks, Deborah	731 N. Fred Shuttlesworth

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **$5,000.00**, and free from any previous encumbrances.

Agreement Title: An **Employment Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Black Eagle Transit Co.**

DocuSigned by:

181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/12/2024

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PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 25-3004-HRT

This contract made and entered into on the **1st** day of **October 2024** by and between the **Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body** (hereinafter referred to as ACJFS), and **Black Eagle Transit Co.** located at: **1753 West Prospect Road, Ashtabula, Ohio 44004**, and whose phone number is: **440-992-2156,** (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Title XIX of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service**: Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal and the Provider's Proposal).

2. **Purpose**: ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.

3. **Contract Period**: This contract will be effective from **October 1, 2024,** through **September 30, 2025,** inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.

4. **Availability of Funds**: Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
   $750,000.00

5. **Cost and Delivery of Purchased Services**: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.

6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **Title XX transportation, Non-emergency Transportation (NET), Pregnancy Related Services Transportation (PRS).** Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case-by-case basis by ACJFS.

7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

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8. **Fees**: No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.

9. **No Show Fees:** A Provider cannot charge "no show" fees due to state Medicaid payment rules that do not allow billing for services not rendered.

10. **Payment for Purchased Service**: Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.

The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

Federal Award Project Description: FFY 2025 Transportation

Name of Federal Awarding Agency: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

Federal Award Identification Number (FAIN): Not available at this time

Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2024

Is the Award Research and Development: No

Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

11. **Invoice Format**: Provider's invoice will consist of:

(1) A one-page summary invoice signed by an authorized representative and will include:
- Contract number
- Service month and year
- Provider's name, address, telephone number and billing contact person's name
- Total amount invoiced for the month

(2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
- ACJFS program to be charged
- Date of trip
- Client last name

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- Client first name
- Client pickup address
- Client destination address
- Stop(s) address(es)
- PCA (personal care assistant) name(s) or indication if person is a PCA
- Total trip mileage
- Mileage rate
- Number of one-way trips per passenger
- Wait start & stop times
- Total wait minutes being charged
- Wait time rate
- Indication if trip is a lift
- Total trip charge
- Indication of whether trip was shared with other ACJFS client (to split cost of trip)
- Driver's name
- Report no-shows and cancellations as that could affect the eligibility of the client.

12. **Splitting the Cost of Trips**: Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

13. **Duplicate Billing**: Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.

14. **Amendment of Contract**: This contract may be amended at any time by a written amendment signed by both parties.

15. **Termination**:
    a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.

    b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.

    c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.

    d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.

16. **Subcontracting**: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract

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and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.

17. **Independent Contractors**: Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.

18. **Vehicle Maintenance and Inspection**: The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.

19. **Background Checks:** The Provider agrees to provide copies of background checks, driver's license, and a certified driving history from the Bureau of Motor Vehicles of the Ohio Dept. of Public Safety, for all employees that provide direct services to transportation participants, to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire.

20. **Incident and Accident Reports**: Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.

21. **On Time Performance**: The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.

22. **Complaint Procedure**: Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.

23. **Communication**: Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e., two-way radio, cellular phone.

24. **Financial Records**: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.

25. **Responsibility for Audit Exceptions**: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.

26. **Availability and Retention of Records**: All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States

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government for a minimum of three years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.

27. **Confidentiality**: Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

28. **Civil Rights**: ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The 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 and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (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 sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. **Indemnity and Insurance**:

    a. Indemnity: Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

    b. Insurance: Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

    Minimum coverage for General Liability in the amount of $1,000,000.00 each occurrence and Automobile Liability $1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. **Monitoring and Evaluation**: ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at

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mutually agreed upon times for the purpose of reviewing service data and contract issues.

31. **Accessibility of Program to the Public**: ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

32. **Accessibility to the Handicapped**: Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

33. **Maintenance of Service**: The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.

34. **Referral**: ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. **Equal Employment Opportunity**: The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

36. **Patent Rights, Copyrights and Rights in Data**: All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.

37. **Clean Air**: For contracts exceeding $100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.

38. **Debarment**: The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding $100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

39. **Lobbying**: The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding $100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.

40. **Licensing**: The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.

41. **Americans with Disabilities Act**: The Provider agrees to comply with the Americans with Disabilities Act of 1990.

42. **Child Support Enforcement**: Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations

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established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.

44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.

45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.

46. **Accreditation and Compliance with Tax, License, and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.

47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

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Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:

DocuSigned by:

FB74060D0EAC4B8...

Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

9/12/2024
Date

DocuSigned by:

84F95297E391476...

Black Eagle Transit Co.

9/12/2024
Date

Signed by:

72C9CAC40E3D4A8...

DocuSigned by:

3E6154CBF4DA44C...

9/13/2024
Date

DocuSigned by:

8CC3D2025A6D44F...

Ashtabula County Board of Commissioners

Approved as to Legal Form Only:

Colleen M. O'Toole
Ashtabula County Prosecutor

9/4/24
Date

Matrix Matter No. 2024-CON-0160
Reviewed by Matthew J. Hebebrand, Esq.

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Exhibit I

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Request for Proposals

For

Transportation Services

Health Related Transportation

Employment Related Transportation

Issued by:

The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004

Issue Date:

June 14, 2024

RFP Number:

ACJFS RFP #4-24

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-22 to 9-30-23, 44,367 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.

2. Reject any or all proposals, or any part thereof without cause.

3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.

4. Not select any applicant should ACJFS decide not to proceed.

5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	**Date: 6-14-24**
Question Period Begins	**Date: 6-14-24**
Pre-Proposal Conference	**Date: 6-24-24 @ 10:00 a.m.**
Question Period Ends	**Date: 6-24-24 @ 4:00 p.m.**
Proposals Due to Ashtabula County Board of Commissioners	**Date: 7-11-24 @ 2:30 p.m.**
Agreement Effective Date	**Date: 10-1-24**

Pre-Proposal Conference:

A pre-proposal conference will be held on June **24, 2024,** at **10:00 a.m.** at ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email by **4:00 p.m. on 6-24-24 to:**

ATTN: Renee Dragon, Program Evaluator
Email: RENEE.DRAGON@jfs.ohio.gov

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners
Attention Lisa Hawkins
25 West Jefferson Street
Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-11-24, and clearly marked with the applicant's name, address, and RFP number:

ACJFS RFP #4-24

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III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
   a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
   b. non-discrimination laws in the provision of services.
   c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
   d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

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3. All vehicles shall:
    a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
    b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
    c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.
4. Vehicles equipped for transporting participants remaining in wheelchairs shall:
    a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used.
    b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:
All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:
The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:
From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:
To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

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Section 1 - Application Information (Attachment A):
Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:
Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding, and identifying each required document).

A. Financial Statement Requirement: (with master copy only)
   1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

-or-

   2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

   In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

B. Articles of Incorporation
C. Proof of Liability Insurance/Other Required Insurance
D. Equal Employment Opportunity - Affirmative Action Plan
E. Professional or Operating licenses
F. Documents used for Monitoring
G. Employee Training Program description
H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
K. Affidavit of Non-Collusion
L. Non-Discrimination Agreement O.R.C. 153.59
M. Representations, Assurances, and Certifications document
N. Certification Regarding Lobbying
O. OMB Circular 2 CFR 200 Audit Certification Form
P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:
The Program Planning and Development section must include the following information:
A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
B. Provide a summary of service and description for each of these areas:
   1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
   2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
   3. Specifications:
      (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

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(b). Define a round trip ride.
(c). Describe the method of charging a "shared" trip.
(d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
(e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
(f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
(g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles, and "no-shows".
(h). Assure that ninety percent (90%) of shared-ride trips take no more than 60 minutes than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
(i). Report all incidents, accidents, or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during

C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):
An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:

1. A unit of service is equal to one mile.
2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:
The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

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Stage 1 Review:

"Qualified" proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed "Non-Qualified" and will not be considered.

2. Completeness of Submission - proposal submission must include:
    a. Required number of copies: 1 master and 3 copies (4 total)
    b. Section 1 Applicant Information Page (Attachment A)
    c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
    d. Section 3 Program Planning & Development
    e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed "Non - Qualified" and will not be reviewed in stage 2.

Stage 2 Review:

All "Qualified" proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
    - *A.* Applicant's program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
    - *B.1* Ability to adequately service clients according to hours of operation as stated in RFP.
    - *B.2* Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
    - Applicant has thoroughly defined the method of charging for trips.
    - The Applicant has sufficient vehicle capacity to meet the needs of the program.
    - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
    - *C.* Applicant is able to meet the geographical needs of the service area.
    - *D. & E.* organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
    - The budget effectively defines the unit rate.
    - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

- Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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Acceptance and Rejection of Proposals:
The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:
(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.
(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.
(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:
The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:
The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:
ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:
The agreement has a tentative effective date of **10-1-24 through 9-30-25**.

Invoicing:
Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:
ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

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See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:
The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:
Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:
Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds $100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

Patent or Copyright Liabilities:
The Provider will protect, defend, and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:
ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

Docusign Envelope ID: 82853D6F-A0E1-43A5-AE60-8D29E2D583C3

Appendix I

Docusign Envelope ID: 82853D6F-A0E1-43A5-AE60-8D29E2D583C3

Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. **Seating:**
   a. All seats must be securely fastened to the floor.
   b. No broken tubing or protruding pieces of metal should be around seats.

2. **Defrosters & Heaters:**
   a. Must operate as designed.
   b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
   c. Hoses must not have cracks or leaks and must otherwise be in good condition.
   d. Fan guards must be metal or plastic.

3. **Windshield Wipers & Washers:**
   a. Must operate as designed.
   b. Wiper blades in the vehicle operator's field of vision must be clean.
   c. Wiper blades must not be brittle or badly worn.

4. **Vehicle Floor:**
   a. Must be metal.
   b. Must be intact without holes.

5. **Mirrors:**
   a. Must have a least one rear view interior mirror that is properly secured and in proper placement.
   b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
   c. Prismatic lens must be properly installed.
   d. All mirrors must enable operators to see a clean image (i.e., without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. **Emergency Equipment:**
   a. The red reflectors must be stored in the vehicle.
   b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b., c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
   c. The vehicle must be equipped with a first aid kit.

7. **Brakes:**
   a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
   b. Tail exhaust pipes are properly secured to prevent dropping on the break line.
   c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
   d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
   e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
   f. All moisture ejection valves must be free of leaks and in proper working order.

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8. Emergency Brakes:

a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
b. If the emergency brake is located on the drive shaft, the brakes shall:
    i. Hold the vehicle in parked position;
    ii. Be properly mounted, and;
    iii. Have cables that are properly lubricated and not hazardously worn.

9. Steering Gear:

a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
d. Tie rod ends must function properly.
e. Tires must not rub any chassis or body component in any position.

10. Horn: Must operate as designed.

11. Windshield & Windows:

a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
b. Plexiglass will not be used to replace safety glass.

12. Emergency Door:

Applicable to Bus Type Vehicles

a. The door must be able to open to its maximum width without catching or binding.
b. All handles must be permanently installed.
c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
e. The door must be free of temporary or permanent obstructions.
f. No padlocks or other added security devises are to be used to secure the door while the vehicle is in motion.

13. Springs & Shocks:

a. Must be intact.
b. Must be properly mounted.
c.

14. Tires:

a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
b. Retread tires should not be located on the steering axle.
c. Must be free of irregular wear, cuts, bruises, and breaks.
d. Must be balanced and in proper alignment.
e. All lugs must be present and fitted tightly on tires.
f. All tread types must match mated tires.

15. Exhaust System:

a. Must be intact and operating as designed.
b. All pipe and muffler joints must be properly welded or clamped.
c. Exhaust manifolds must be free of cracks and missing bolts.

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16. Lights:

a. Must operate as designed.
b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

a. Condition must be intact.
b. Must be free of broken parts that can cause injury.

18. Gas Tank:

a. Must be free of rust, damage, or leaks.
b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

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Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

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ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION

AGENCY / ORGANIZATION NAME: BLACK EAGLE TRANSIT CO.

ADDRESS: 5600 W. 58th St. ASHTABULA, OH 44004

PHONE: 440-992-2157 FAX: 440-992-9376

SERVICE SITE (if different than above): _____

ADDRESS: _____

PHONE: _____ FAX: _____

FEDERAL TAX I.D. NUMBER: 20-5417461

EXECUTIVE DIRECTOR/DIRECTOR: KYLE BRUCKMAN Kyle@ashtabulacitycab.com

PROGRAM COORDINATOR: JOYCE BOSWORTH EMAIL: citytaxicab@yahoo.com

FISCAL CONTACT: JOYCE BOSWORTH EMAIL: _____

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: KYLE BRUCKMAN SIGNATURE: _____
(Note: original signature must be in blue ink)

TITLE: President DATE: 07/02/2024

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Section 2 (G)
Employee Training Program Description

Docusign Envelope ID: 82853D6F-A0E1-43A5-AE60-8D29E2D583C3

BLACK EAGLE TRANSIT CO.
5600 W 58th ST. – ASHTABULA, OHIO 44004

NEW HIRE
DRIVER TRAINING

Docusign Envelope ID: 82853D6F-A0E1-43A5-AE60-8D29E2D583C3

New Hire

1.1 Hiring New Drivers

A. After receiving Application:
   1. Schedule background check (reject if they do not pass requirements)
   2. Run DMV check (reject if not acceptable or if over 4 pts. on record)

1.2 Set up interview

A. Mark time that interviewee arrives
B. Look at neatness and cleanliness
C. Have interviewee sit between the interviewers
   1. Conduct interview (name, address, etc.)
   2. Make sure they have reliable transportation
   3. If they have children, do they have reliable babysitting?
   4. How do they handle pressure?
   5. Can they work extra shifts if needed?
   6. Which direction is New York?
   7. Which direction is Pennsylvania?
   8. Which direction is Toledo?
   9. Which direction in Cleveland?
   10. Which direction in Youngstown?
   11. Will you sign an information release form for previous employers?
   12. Would they be a lift driver and take lift training?
D. Do a drug test (if they pass move on to next step: if they fail escort them from property)
E. Set up the Driver Trainer time and date of ride along.
   1. Give them all required paperwork for the ride along
      A. Clipboard, map book, daily driver sheet, vehicle defect report, unusual incident/ accident report, tire inspection form, Daily vehicle inspection sheet, Dr. list with address, street cheat list, List of pay source codes, the "10" codes, Lakeside Elementary campus map, Thistlewood Map, Geneva state park Map.
      B. Talk to driver trainer and review the on-board training evaluation sheet (if driver trainer evaluation is bad explain why we cannot hire them)
      C. Have them take driver training comprehension test
         1. Go over the test and help where needed
         2. Get signed agreement

2.1 After 30day probation scheduled with HR for training in

1. Give training or schedule train in
   A. CPR
   B. First Aid

Docusign Envelope ID: 82853D6F-A0E1-43A5-AE60-8D29E2D583C3

C. Blood borne pathogens
D. Drug and Alcohol procedures and polices
E. Diversity training (language, religion, limited physical abilities and ethnicity)
F. Stress management training

2.2 Uniforms (note for pay deduction hats and shirt)

1. Hat (supplied)
2. Shirts (supplied)
3. Explain personal hygiene
4. Coats (not supplied)
5. All shoes and pants cannot be holey, torn or ripped. They must be clean and neat

2.3 Lift training to be scheduled with an experienced lift driver and certified PASS instructor

1. Training on wheelchair
   A. Raising and lowering the lift
   B. How to load wheelchair
   C. How to set the brakes
   D. How to place and secure all tie downs

2. Training on lift van
   A. Engine
   B. Brakes
   C. E brake
   D. Signals
   E. Switches
   F. Maneuverability of vehicle
   G. Capacity
   H. All safety
   I. Manual lifts

Docusign Envelope ID: 82853D6F-A0E1-43A5-AE60-8D29E2D583C3

Name: _____

Company/Division: _____

Trainer: _____

Date: _____

Defensive Driving for Light & Medium Duty Vehicles
DVD Quiz

Directions: Read each statement carefully and circle the response that best answers the question.

1. Driving defensively means:

   A. Always being in control of your vehicle
   B. Knowing what other drivers are doing
   C. Being prepared for anything that might occur on the road
   D. All of the above

2. A sound trip plan includes:

   A. Where you're going
   B. Where you're going and when you'll arrive
   C. Where you're going, the route you'll take, and when you'll arrive
   D. Where you're going, the route you'll take, where you're stopping, and when you'll arrive

3. On average, how many people die in motor vehicle crashes each year:

   A. 28,000
   B. 36,000
   C. 40,000
   D. 53,000

4. Total stopping distance depends on what three factors:

   A. Perception distance, reaction distance, and braking distance
   B. Perception distance, operating distance, and braking distance
   C. Prevention distance, operating distance, and braking distance
   D. Prevention distance, reaction distance, and braking distance

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5. Which of the following would not be considered a major type of driving distraction:

   A. Mental distraction
   B. Auditory distraction
   C. Physical distraction
   D. Visual distraction

6. If a vehicle moves into your safety cushion in front of your vehicle, you should:

   A. Slow down and readjust your following distance
   B. Speed up and pass the vehicle at the next safest opportunity
   C. Hit the brakes until you regain a 2-3 car length safety cushion
   D. Speed up to close the gap until the vehicle changes lanes

7. When looking for potential hazards while driving you should visually scan:

   A. 8-10 seconds ahead of your vehicle
   B. One block in the city and 1/4 mile on the highway ahead of your vehicle
   C. 10-12 seconds ahead of your vehicle
   D. Two blocks in the city and 1/2 mile on the highway ahead of your vehicle

8. If you feel ice forming on the front of your outside mirror:

   A. It will soon form on your windshield
   B. It will form on the road within ten minutes
   C. It may also be forming on the road
   D. Pull over and scrape it off

9. Which of the following is considered a triple threat distraction:

   A. Texting while driving
   B. Eating while driving
   C. Applying make-up while driving
   D. Having a conversation with a passenger while driving

10. The leading causes of vehicle crashes are:

    A. Distracted driving and excessive speed
    B. Adverse weather conditions and road debris
    C. Poor hazard perception and adverse weather conditions
    D. Excessive speed and following too closely

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BLACK EAGLE TRANSIT CO.

-On Board Driver Training Evaluation-

Trainee Name: _____ **Vehicle Unit #:** _____ **Date:** _____

Trainer Name: _____ **Training Time:** _____ **To** _____

(1)Excellent	(2)Good	(3)Average	(4)Fair	(5)Poor	(6) N/A

Driving Skills:	1 - 6	Customer Service Skills:	1 - 6
Speed for Conditions		Greeting Passengers	
Acceleration		Courteous & Friendly	
Left Turns		Attitude	
Right Turns		Assisting Passengers	
Stopping		Appropriate Language Usage	
Following Distance		Personal Hygiene & Appearance	
Attention to the Road		Safety Oriented	
Attitude Towards Other Vehicles		Professionalism	
Backing Up		Overall Evaluation	
Railroad Crossing			
Changing Lanes		**Observation Skills:**	
4-Way Stops		Approaching Intersections	
Signaling		Yeilding / Right-Away	
Overall Evaluation		Mirror Usage	
		Checking Blind Spots	
Radio Usage:		Traffic Signals & Signs	
Understands "10" Code		Curb Lane Turns	
Uses Brief Concise Messages		Courtesy to Other Drivers	
Appropriate Language Usage		Courtesy to Pedestrians	
Says Unit # Before Speaking		Attention to Driving	
Overall Evaluation		Overall Evaluation	

Trainer Comments:

_____

_____

_____

_____

_____

_____

_____

Overall Evaluation: (Circle only One)

(1)Excellent	(2)Good	(3)Average	(4)Fair	(5)Poor	(6) N/A

Docusign Envelope ID: 82853D6F-A0E1-43A5-AE60-8D29E2D583C3

LIFT OPERATION PROCEDURES AND CHECKLIST:

Wheelchair lifts make it possible to load wheelchairs of all weights in an efficient and safe manner. However, lifts are potentially hazardous equipment. They must be maintained and operated properly. Considerable caution and awareness is needed when operating a lift. No one but the vehicle operator should operate the vehicle wheelchair lift. Lifts may differ slightly in structure and operation. Therefore, each vehicle operator should be familiar with all the lifts likely to be used.

These are general procedures that will apply to all lifts. The Sponsoring Agency may have specific policies pertaining to wheelchair lift operations. It is recommended that you check with your supervisor concerning these policies.

Loading Riders Who Use Wheel Chairs:	Checklist
A. Upon arriving at your destination:	
1. Stop on level ground.	☐
2. Make certain there is room for the lift platform to open without hitting obstacles.	☐
3. Put vehicle in Park, not Neutral. The lift will not work if the transmission is in Neutral.	☐
4. Set the parking brake.	☐
B. Opening doors:	
1. Open lift doors from outside vehicle.	☐
2. Securely lock doors in open position.	☐
C. Deploying the lift:	
1. The lift is always operated from the ground.	☐
2. Do not remain in the vehicle while raising and lowering the lift platform.	☐
3. Lower the lift platform until it rests entirely on the ground.	☐
4. Unfold the outboard roll stop.	☐
5. Fasten the wheelchair seatbelt around the rider.	☐
D. Interacting with passengers and getting onto the lift platform:	
1. Greet passengers; talk to them, not around them.	☐
2. Ask passenger if they would like assistance in getting onto the lift platform.	☐
3. If lift is ADA approved, the passenger may ride on the lift facing the van.	☐
4. If the lift is not ADA-approved, explain the potential hazard and request that the passenger ride on the lift with their back to the vehicle. Remember under the ADA, it is the rider's choice.	☐
5. If the lift is equipped with a safety belt make certain that it is attached and secure.	☐
E. Lift operation:	
1. Set the wheelchair locks.	☐
2. Have the rider hold on the handrails if able.	☐
3. Remind the rider to keep arms and hands within the lift area and clear of moving parts.	☐
4. Stand on ground with one hand on the wheelchair and one hand operating the controls.	☐

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Checklist

Loading Riders Who Use Wheel Chairs (continued):

5. Raise the platform only a couple of inches. ☐
6. Check the front safety barrier to make sure it is locked. ☐
7. Continue raising the lift platform to the floor level. ☐

F. Transferring to the vehicle:

1. Put lift controls in secure position with one hand while holding onto the wheelchair with the other. ☐
2. Release the wheelchair wheel locks. ☐
3. Push the wheelchair into the van. ☐
4. Reach in and lock the wheels. ☐
5. Fold the lift into the travel position and shut the doors. ☐

G. Unloading: Use a logical reversed sequence for unloading.

Notes on power chairs and scooters

Caution is needed when loading a power wheelchair onto a lift. If the chairs power is left on, there is potential for the chair to move while on the lift, even if the brakes are applies. Many individuals operating these chairs are slow in reaction, or may have involuntary movements which may cause their hand or arm to hit the control stick. It is recommended that the power sources be disengaged while lifting a power wheelchair.

Boarding standees on the lift

The ADA allows anyone who wishes to board the vehicle standing on the lift. The procedures for loading a standee are similar to those used for boarding a person in a wheelchair. With an ADA approved lift the person should board facing inward after the roll stop has been lowered. The person should be encouraged to let go of any mobility device like a walker and to grasp the hand rails. The safety belt, if there is one, should be secured behind the standee. Once the lift is in level with the floor of the van, the standee should be instructed to move into the vehicle.

Walking Aids

When transporting people who use walking aids, it is the driver's responsibility to store the walking aid in a safe and secure place. Ask the passenger if there is a special way they would like the walking aid to be handled. If a passenger is using a cane, they may prefer to keep it with them.

Manual operation of the lift

Most lifts are equipped with a hydraulic pump located within the plastic motor housing on the side of the lift. A steel pump arm is found on the outside of the housing or the lift frame.

Lowering: To lower the platform manually, turn the bleeder valve, located near the pump opening, just enough to allow the platform to drop slowly. Do not unscrew it too far or hydraulic fluid will leak. When the platform has reached the ground tighten the valve.

Raising: To raise the platform, insert the pump arm into the pump opening. Pump the arm. The platform will slowly rise very slowly.

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BLACK EAGLE TRANSIT CO.
5600 W 58th ST. – ASHTABULA, OHIO 44004

NEW HIRE
DISPATCHER TRAINING

Docusign Envelope ID: 82853D6F-A0E1-43A5-AE60-8D29E2D583C3

New Hire

1.1 Hiring New Dispatchers
- A. After receiving Application:
  1. Run back ground check via internet (reject if not acceptable)

1.2 Set up interview
- A. Mark time that interviewee arrives
- B. Look at neatness and cleanliness
- C. Have interviewee sit between the interviewers
  1. Conduct interview (name, address, etc.)
  2. Make sure they have reliable transportation?
  3. If they have children, do they have reliable babysitting?
  4. How do they handle pressure?
  5. Can they work extra shifts if needed?
  6. Could they be bonded if needed to handle large sums of money
  7. Which direction is New York?
  8. Which direction is Pennsylvania?
  9. Which direction is Toledo?
  10. Which direction in Cleveland?
  11. Which direction in Youngstown?
  12. Will you sign an information release form for previous employers?
- ~~D. Do a drug test (if they pass move on to next step: if they fail escort them from property)~~
- E. Set up the training for the new hire
  1. The new hire should shadow a current dispatcher watching and taking notes for no fewer than 2 days then they should start to learn the duties of the job
     - A. Phone etiquette – try to always talk with a smile (even though they cannot see you they can still tell if you are smiling or not)
     - B. Radio etiquette is very important
       - a. No cursing over the air (we are governed by the FCC)
       - b. No first names are to go over the air
       - c. The "10" codes are to be learned and used
       - d. No "fare" amounts for county go over the air, only mileage
       - e. Never to use a driver's name always use their unit number
     - C. Google Maps is key, it must be done right the first time
       - a. All county runs must start at base (5600 W 58th St. Ashtabula, Ohio)
       - b. All county runs 24.9 miles and under must be ran from Base, PU, to Drop at Shortest Distance
       - c. All county runs over 25 miles must be ran from Base, PU, Drop, and back to Base at Shortest Travel Time
       - d. Local fares start at $12.24 which covers 3.4 miles and under with no stops and goes up in 1-mile increments
       - e. Wait time is done per minute at $0.50, the client does receive 5 minutes free wait time at the first stop and only the first stop it will not roll over to any other stops. The client could also use up the 5 minutes free wait time while the driver is waiting for them at the pick-up (so anything after that would be billable wait time)

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Exhibit II
(Fee Schedule)

Docusign Envelope ID: 82853D6F-A0E1-43A5-AE60-8D29E2D583C3

Black Eagle Transit Company
Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile:	$ 3.45	General Unit Rate is $3.45 per mile with the following modifications:
One Way - Flat Rate:	$ 11.73	Up to and including 3.4 miles, Base to pick-up to destination. Miles are calculated Base to pick up to destination without regard to Ashtabula City boundaries. Trips are scheduled to pickup close to 15 minutes before or after the scheduled pickup time.
Round Trip - Flat Rate	$23.46	Up to and including 6.8 miles with (1) stop, regardless of whether it is inside or outside of the City of Ashtabula up to and including 3.4 miles starting at base.
Per Mile Charge (Non-Flat Rate Trips)	$ 3.45	One-way trips exceeding 3.4 miles or round trips exceeding 6.8 miles. Trips up to 24.9 miles from Base to pick-up to destination and trips 25 miles or greater from Base to pick-up to destination and return to Base.
Wait Time	$ 0.45	Wait time is charged at a rate of $0.45 per minute for all trip types. The first 5 minutes are free. Wait time is charged per vehicle not per person. We will only wait at the pickup address for up to 5 minutes before marking them a no show and leaving.
All trips are to be map quested for mileage: Trips up to 24.9 miles will be map quested using shortest distance. Trips greater than 24.9 miles will be map quested using shortest time.		

Docusign Envelope ID: 82853D6F-A0E1-43A5-AE60-8D29E2D583C3

Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **BLACK EAGLE TRANSIT CO.**
Date: **8/16/2024 3:10:21 PM**

This search produced the following list of **5** possible matches:

Name/Organization	Address
Black, Amy	314 Idaho St
Blackwell, Amber	33662 Hysell Run Road
Blagg, Timothy	15989 State Route 93
Blanton, Rachel	10052 State Route 772
Brock-Blanks, Deborah	731 N. Fred Shuttlesworth

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Docusign Envelope ID: 82853D6F-A0E1-43A5-AE60-8D29E2D583C3

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **$187,500.00**, and free from any previous encumbrances.

Agreement Title: A **Health Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Black Eagle Transit Co.**

DocuSigned by:

181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/12/2024

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PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 25-3005-ERT

This contract made and entered into on the 1st day of **October 2024** by and between the **Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body** (hereinafter referred to as ACJFS), and **Country Neighbor Program, Inc.** located at: **P.O. Box 212, 39 South Maple Street, Orwell, Ohio 44076**, and whose phone number is: **440-437-6311**, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service**: Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal and the Provider's Proposal).

2. **Purpose**: ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.

3. **Contract Period**: This contract will be effective from **October 1, 2024,** through **September 30, 2025,** inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.

4. **Availability of Funds**: Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
   $ 5,450.00

5. **Cost and Delivery of Purchased Services**: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.

6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **OWF, SNAP ET/ABAWD, SNAP ET, LEAP, PRC**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case-by-case basis by ACJFS.

7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate

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agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees**: No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.

9. **No Show Fees:** A Provider cannot charge "no show" fees due to state Medicaid payment rules that do not allow billing for services not rendered.

10. **Payment for Purchased Service**: Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect, or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.

The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

Federal Award Project Description: FFY 2025 Transportation

Name of Federal Awarding Agency: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

Federal Award Identification Number (FAIN): Not available at this time

Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2024

Is the Award Research and Development: No

Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

11. **Invoice Format**: Provider's invoice will consist of:

(1) A one-page summary invoice signed by an authorized representative and will include:
- Contract number
- Service month and year
- Provider's name, address, telephone number and billing contact person's name
- Total amount invoiced for the month

(2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:

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- ACJFS program to be charged
- Date of trip
- Client last name
- Client first name
- Client pickup address
- Client destination address
- Stop(s) address(es)
- PCA (personal care assistant) name(s) or indication if person is a PCA
- Total trip mileage
- Mileage rate
- Number of one-way trips per passenger
- Wait start & stop times
- Total wait minutes being charged
- Wait time rate
- Indication if trip is a lift
- Total trip charge
- Indication of whether trip was shared with other ACJFS client (to split cost of trip)
- Driver's name
- Report no-shows and cancellations as that could affect the eligibility of the client.

12. **Splitting the Cost of Trips**: Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

13. **Duplicate Billing**: Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.

14. **Amendment of Contract**: This contract may be amended at any time by a written amendment signed by both parties.

15. **Termination**:
    a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.

    b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.

    c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.

    d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.

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16. **Subcontracting**: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.

17. **Independent Contractors**: Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.

18. **Vehicle Maintenance and Inspection**: The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.

19. **Background Checks:** The Provider agrees to provide background checks of all employees that provide direct services to transportation participants and provide copies of the background checks to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire background checks.

20. **Incident and Accident Reports**: Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.

21. **On Time Performance**: The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.

22. **Complaint Procedure**: Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.

23. **Communication**: Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e., two-way radio, cellular phone.

24. **Financial Records**: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.

25. **Responsibility for Audit Exceptions**: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.

26. **Availability and Retention of Records**: All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries

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submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the 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 years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.

27. **Confidentiality**: Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

28. **Civil Rights**: ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The 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 and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (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 sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. **Indemnity and Insurance**:

    a. Indemnity: Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

    b. Insurance: Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

    Minimum coverage for General Liability in the amount of $1,000,000.00 each occurrence and Automobile Liability $1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. **Monitoring and Evaluation**: ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular

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intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.

31. **Accessibility of Program to the Public**: ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

32. **Accessibility to the Handicapped**: Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

33. **Maintenance of Service**: The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.

34. **Referral**: ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. **Equal Employment Opportunity**: The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

36. **Patent Rights, Copyrights and Rights in Data**: All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.

37. **Clean Air**: For contracts exceeding $100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.

38. **Debarment**: The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding $100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

39. **Lobbying**: The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding $100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.

40. **Licensing**: The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.

41. **Americans with Disabilities Act**: The Provider agrees to comply with the Americans with Disabilities Act of 1990.

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42. **Child Support Enforcement**: Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.

44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.

45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.

46. **Accreditation and Compliance with Tax, License, and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.

47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

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Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:

DocuSigned by:

FB74060D0EAC4B8...

Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

9/11/2024
Date

Signed by:

9AC9C4BA074947A...

Country Neighbor Program, Inc.

9/16/2024
Date

Signed by:

72C9CAC40E3D4A8...

DocuSigned by:

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9/17/2024
Date

DocuSigned by:

8CC3D2025A6D44E...

Ashtabula County Board of Commissioners

Approved as to Legal Form Only:

Colleen M. O'Toole
Ashtabula County Prosecutor

9/4/24
Date

Matrix Matter No. 2024-CON-0163
Reviewed by Matthew J. Hebebrand, Esq.

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Exhibit I

Docusign Envelope ID: 9A8AB8D2-1638-4503-8FB5-2E168E39B2C0

Request for Proposals
For
Transportation Services

Health Related Transportation
Employment Related Transportation

Issued by:

The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004

Issue Date:

June 14, 2024

RFP Number:

ACJFS RFP #4-24

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data
For the period of 10-1-22 to 9-30-23, 44,367 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.

2. Reject any or all proposals, or any part thereof without cause.

3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.

4. Not select any applicant should ACJFS decide not to proceed.

5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	**Date: 6-14-24**
Question Period Begins	**Date: 6-14-24**
Pre-Proposal Conference	**Date: 6-24-24 @ 10:00 a.m.**
Question Period Ends	**Date: 6-24-24 @ 4:00 p.m.**
Proposals Due to Ashtabula County Board of Commissioners	**Date: 7-11-24 @ 2:30 p.m.**
Agreement Effective Date	**Date: 10-1-24**

Pre-Proposal Conference:

A pre-proposal conference will be held on June **24, 2024,** at **10:00 a.m.** at ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email by **4:00 p.m. on 6-24-24 to:**

ATTN: Renee Dragon, Program Evaluator
Email: RENEE.DRAGON@jfs.ohio.gov

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners
Attention Lisa Hawkins
25 West Jefferson Street
Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-11-24, and clearly marked with the applicant's name, address, and RFP number:

ACJFS RFP #4-24

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III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
   a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
   b. non-discrimination laws in the provision of services.
   c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
   d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

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3. All vehicles shall:
    a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
    b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
    c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.
4. Vehicles equipped for transporting participants remaining in wheelchairs shall:
    a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used.
    b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:
All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:
The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:
From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:
To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

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Section 1 - Application Information (Attachment A):
Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:
Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding, and identifying each required document).

A. Financial Statement Requirement: (with master copy only)
   1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

-or-

   2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

   In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

B. Articles of Incorporation
C. Proof of Liability Insurance/Other Required Insurance
D. Equal Employment Opportunity - Affirmative Action Plan
E. Professional or Operating licenses
F. Documents used for Monitoring
G. Employee Training Program description
H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
K. Affidavit of Non-Collusion
L. Non-Discrimination Agreement O.R.C. 153.59
M. Representations, Assurances, and Certifications document
N. Certification Regarding Lobbying
O. OMB Circular 2 CFR 200 Audit Certification Form
P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:
The Program Planning and Development section must include the following information:
A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
B. Provide a summary of service and description for each of these areas:
   1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
   2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
   3. Specifications:
      (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

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(b). Define a round trip ride.
(c). Describe the method of charging a "shared" trip.
(d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
(e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
(f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
(g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles, and "no-shows".
(h). Assure that ninety percent (90%) of shared-ride trips take no more than 60 minutes than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
(i). Report all incidents, accidents, or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during

C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):
An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:
1. A unit of service is equal to one mile.
2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:
The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

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Stage 1 Review:
"Qualified" proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed "Non-Qualified" and will not be considered.

2. Completeness of Submission - proposal submission must include:
    a. Required number of copies: 1 master and 3 copies (4 total)
    b. Section 1 Applicant Information Page (Attachment A)
    c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
    d. Section 3 Program Planning & Development
    e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed "Non - Qualified" and will not be reviewed in stage 2.

Stage 2 Review:
All "Qualified" proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
    - *A.* Applicant's program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
    - *B.1* Ability to adequately service clients according to hours of operation as stated in RFP.
    - *B.2* Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
    - Applicant has thoroughly defined the method of charging for trips.
    - The Applicant has sufficient vehicle capacity to meet the needs of the program.
    - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
    - *C.* Applicant is able to meet the geographical needs of the service area.
    - *D. & E.* organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
    - The budget effectively defines the unit rate.
    - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

- Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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Acceptance and Rejection of Proposals:
The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:
(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.
(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.
(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:
The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:
The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:
ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:
The agreement has a tentative effective date of **10-1-24 through 9-30-25**.

Invoicing:
Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:
ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

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See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:
The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:
Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:
Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds $100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

Patent or Copyright Liabilities:
The Provider will protect, defend, and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:
ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

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Appendix I

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Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. **Seating:**
   a. All seats must be securely fastened to the floor.
   b. No broken tubing or protruding pieces of metal should be around seats.

2. **Defrosters & Heaters:**
   a. Must operate as designed.
   b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
   c. Hoses must not have cracks or leaks and must otherwise be in good condition.
   d. Fan guards must be metal or plastic.

3. **Windshield Wipers & Washers:**
   a. Must operate as designed.
   b. Wiper blades in the vehicle operator's field of vision must be clean.
   c. Wiper blades must not be brittle or badly worn.

4. **Vehicle Floor:**
   a. Must be metal.
   b. Must be intact without holes.

5. **Mirrors:**
   a. Must have a least one rear view interior mirror that is properly secured and in proper placement.
   b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
   c. Prismatic lens must be properly installed.
   d. All mirrors must enable operators to see a clean image (i.e., without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. **Emergency Equipment:**
   a. The red reflectors must be stored in the vehicle.
   b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b., c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
   c. The vehicle must be equipped with a first aid kit.

7. **Brakes:**
   a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
   b. Tail exhaust pipes are properly secured to prevent dropping on the break line.
   c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
   d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
   e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
   f. All moisture ejection valves must be free of leaks and in proper working order.

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8. **Emergency Brakes:**
    a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
    b. If the emergency brake is located on the drive shaft, the brakes shall:
        i. Hold the vehicle in parked position;
        ii. Be properly mounted, and;
        iii. Have cables that are properly lubricated and not hazardously worn.

9. **Steering Gear:**
    a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
    b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
    c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
    d. Tie rod ends must function properly.
    e. Tires must not rub any chassis or body component in any position.

10. **Horn:** Must operate as designed.

11. **Windshield & Windows:**
    a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
    b. Plexiglass will not be used to replace safety glass.

12. **Emergency Door:**
    Applicable to Bus Type Vehicles
    a. The door must be able to open to its maximum width without catching or binding.
    b. All handles must be permanently installed.
    c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
    d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
    e. The door must be free of temporary or permanent obstructions.
    f. No padlocks or other added security devises are to be used to secure the door while the vehicle is in motion.

13. **Springs & Shocks:**
    a. Must be intact.
    b. Must be properly mounted.
    c.

14. **Tires:**
    a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
    b. Retread tires should not be located on the steering axle.
    c. Must be free of irregular wear, cuts, bruises, and breaks.
    d. Must be balanced and in proper alignment.
    e. All lugs must be present and fitted tightly on tires.
    f. All tread types must match mated tires.

15. **Exhaust System**:
    a. Must be intact and operating as designed.
    b. All pipe and muffler joints must be properly welded or clamped.
    c. Exhaust manifolds must be free of cracks and missing bolts.

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16. Lights:

a. Must operate as designed.
b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

a. Condition must be intact.
b. Must be free of broken parts that can cause injury.

18. Gas Tank:

a. Must be free of rust, damage, or leaks.
b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

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Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

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ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION

AGENCY / ORGANIZATION NAME: Country Neighbor Program, Inc.

ADDRESS: 39 South Maple Street, PO Box 212, Orwell, OH 44076

PHONE: (440)437-6311 FAX: (440)437-1031

SERVICE SITE (if different than above): _____

ADDRESS: _____

PHONE: _____ FAX: _____

FEDERAL TAX I.D. NUMBER: 34-1331627

EXECUTIVE DIRECTOR/DIRECTOR: Barbara Klingensmith

PROGRAM COORDINATOR: Brittany Shriver EMAIL: brittany.shriver@countryneighbor.org

FISCAL CONTACT: Tina Hansel EMAIL: tina.hansel@countryneighbor.org

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: Barbara Klingensmith SIGNATURE: _____

(Note: original signature must be in blue ink)

TITLE: Executive Director DATE: July 9, 2024

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ACJFS #4-24

Country Neighbor Program, Inc.
Health Related Transportation
Employment Related Transportation Budget
Section 3
Program Planning and Development

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Country Neighbor Program, Inc.
Employment Related and
Health Related Transportation
Section 3
Program Planning and Development

A. Program Description

Country Neighbor is proposing to provide 175,000 miles of Health-Related Transportation at a unit rate of $2.18 and 2,500 miles of Employment-Related Transportation at a unit rate of $2.18 per mile for the period of October 1, 2024, through September 30, 2025. We are requesting a 1.4% rate increase from $2.15 to $2.18 for the proposed contract year. The cost of operations is increasing as well as to be more competitive in the job market, it has become imperative that we continue to increase salaries and benefits for our team. Staff is increasingly difficult to attract and retain in today's environment.

Country Neighbor follows all Ohio Department of Transportation, Ohio Division of Emergency Medical Service, and Ohio Department of Aging requirements, including all training and monitoring requirements. Annually, we are monitored by all the programs for compliance. Included with this RFP, as an attachment, is Country Neighbor's Transportation Policy and Procedure Manual addressing personnel, safety, training, and monitoring requirements.

Country Neighbor continues to put an emphasis on sharing trips with other funding sources as much as possible. It is more cost effective and allows more trips for the same amount of available resources. During the period of October 2023 through June 2024, 67% of the HRT trips Country Neighbor provided were shared saving $228,151.82 in NET dollars.

At this time, call slips are forwarded to our Transportation Unit via email from the Transit Unit of ACJFS. Country Neighbor's Transportation Supervisor and her assistants schedule the trips and drivers. Clients are called the day before their scheduled trip to verify information on file and to notify them of the scheduled pickup time. If other riders are on the trip with them, we let them know that as well.

B. Summary of Service

1. Days and Hours of Service

Country Neighbor operates Monday through Saturday from 3:30 a.m. to approximately 7:00 p.m., depending upon the trips scheduled. These times and days are flexible and vary with individual need. We do provide dialysis transportation on Sundays and holidays, when necessary.

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2. Provider Experience

Country Neighbor has been providing transportation as discussed in the service specifications for well over 42 years. We have for the past several years been the contract provider for the countywide Ashtabula County Senior Services Levy transportation program.

Country Neighbor is designated by the Ashtabula County Board of Commissioners as the Lead Agency for Transportation Coordination Planning and Implementation of the Ashtabula County Coordinated Plan.

3. Specifications

a. Trip Charge Calculation

Country Neighbor charges a flat, per mile fee. There are no additional fees for "wait time" or "lift drops".

Mileage begins from our vehicle lot and back, unless it is already in service. If it is already in service, mileage begins from the drop off point of the previous passenger to the new passenger's pickup address then to their destination and back home or back to our vehicle lot if there are no further trips scheduled for that driver.

b. Round Trip Definition

A "round trip" is when we leave a specified location, pick up the passenger, take them to their destination, and then return them back to their home. If the driver has no other runs scheduled, then the trip ends at the Country Neighbor lot. If there is another run, then the trip ends at the passenger's home.

c. Charging a Shared Trip

If all the same funding source, we take the total trip miles and divide by the number of individuals sharing that trip and each is billed their share. If different funding sources, all going to the same destination area, the total trip miles are divided equally by the number of people on board and billed as such.

d. Number of Vehicles, Passenger Capacity and Wheelchair Lifts

Country Neighbor has (2) 7 passenger minivans, (4) modified minivan, and (5) lift vehicles. The modified minivans have 1 wheelchair position, 1 of the lift vans have 3 wheelchair positions and 4 have 2 positions.

We have been anxiously awaiting the delivery of 2 new transit vans awarded through a grant written in 2023 from the Ohio Department of Transportation. The update to

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our delivery is sometime the end of July or beginning of August! These new vehicles will help tremendously with our ability to expand our service. We have been awarded another new vehicle in the latest round of funding which we should receive sometime in 2025.

e. Procedures for Multiple Passengers

Our Transportation Unit works with each individual passenger identifying commonalities in trip destination areas and appointment times. We work with the passenger and the medical facilities to coordinate reasonable schedules to minimize waiting periods.

To determine the definition of "excessive" wait time is difficult as each situation is unique in itself. For example, if we take three passengers to Cleveland for three different appointments within a two-hour window of each other, the wait time may look very different from three passengers waiting in Ashtabula which you can get to much quicker. In the first example, they may wait on each other for a total three window whereby in the second scenario, waiting two hours may be excessive.

Our transit unit always notifies the passengers ahead of time when waiting for periods of time may occur.

f. Ensure 15 Minute Windows for Stated Pickup and Deliveries

All trips are entered into our Ecolane scheduling and dispatching software program. As the trips are batched for the day and vehicle, the software assigns pickup and delivery times for the passengers. We then convey this information to the passengers when we call them the previous day.

The dispatcher monitors all trips on a continuous basis all day and is alerted if vehicles are running behind. Should problems arise, she then takes appropriate action by contacting all involved to adjust the schedules accordingly.

g. Accommodating Last Minute Requests, Changes, Late Running Vehicles, and "No Shows"

If last minute requests are received by our unit, the dispatcher will look at the day's schedule to see if we can accommodate the request. If we are unable at the specified time, we work with the passenger and the ACJFS transit unit to adjust their time to fit into the current schedule, if possible. If this scenario is not possible, we check to see if a reschedule is possible. If not, the call slip is sent back to ACJFS. However, generally, details are worked out to accommodate both parties.

"No shows" are handled on an individual basis. If a client is a repeat offender, CNP transit unit communicates with ACJFS and cooperatively steps are taken to address the issue.

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h. Assurance Regarding 90% of Shared-Ride Trips

With our scheduling software, we can continually monitor our fleet of vehicles in service and adjust, as necessary. We are continuously communicating with the passengers and the drivers to ensure reasonable accommodations are met to and from destinations.

i. Reporting of Incidents and Accidents

Country Neighbor will report all incidents, accidents, and complaints, per the bid specification to ACJFS.

C. Geographical Service Area

Country Neighbor is available to provide transportation countywide. We will travel to destinations within the county, out of the county and into Pennsylvania, when necessary. Most of our medical transportation is to Geauga, Ashtabula, Cuyahoga and Trumbull Counties.

ERT is generally within the county, but we have the capacity to go out of the county, if necessary.

D. Organizational Structure

Country Neighbor began in 1977 and was incorporated in March of 1981. The mission of the organization is help people remain independent by providing supportive services to enhance their quality of life. Country Neighbor provides a wide variety of services to include, but not limited to, homemaker, chore, transportation, home delivered meals, congregate meals, personal care, prescription assistance, emergency food assistance, rental/utility assistance, socialization, senior companionship, summer meals for children, recreational, educational, and wellness activities.

Our service area is dependent upon the funding sources for the variety of programs we provide.

As the Ashtabula County Food Bank (Country Neighbor) serves 24 food pantries, 4 soup kitchens/senior feeding sites, and 2 shelters located throughout Ashtabula County. In 2023, we distributed over 1.7 million pounds of food to these contract organizations.

The largest funding sources are the Ashtabula County Senior Services Levy, Trumbull County Senior Services Levy, Ashtabula County Department of Job and Family Services, Direction Home of Eastern Ohio, the Ohio Department of Job & Family Services and United Way of Ashtabula County.

Country Neighbor is governed by a thirteen-member Board of Directors who meet

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one time per month, generally the last Monday of each month. ***(List attached)***

An Organizational Chart is attached.

E. Provider/Staff Qualifications

Executive Director: Responsible for overall implementation, grant writing, fiscal accountability and administration of the program. Also, very involved with the Coordinated Transportation Plan update and implementation for the County.

Assistant Director: Assist the Executive Director with the day-to-day administrative oversight of the operations of the program.

Administrative Assistant/Bookkeeper: Assist with human resources, fiscal responsibilities, payroll and financial reporting.

Receptionist: Perform all clerical responsibilities, answers telephone, directs clients, and filing of records of central filing system.

Data Support/Backup Receptionists: Covers the desk and telephone when the receptionist is not available. Responsible for the daily data collection/entry into the database, compilation of client files, and service logs.

Transportation Supervisor: Reports to the Executive Director. She is responsible for the intake and assessment of each client, scheduling all transportation trips, drivers, vehicles, accuracy and completion of all required documentation and recordkeeping, maintenance program implementation, policy and procedure implementation and quality assurance of the program.

Transportation Assistants: Responsible for all daily trip data entry, assist with billing and assessment tools. Assists Transportation Supervisor with telephone, and clients.

Drivers: Direct service of client's transportation to appointments, assist them, then return them to their homes, cleanliness of vehicles, accurate completion of all documentation, and required training.

Facility Maintenance: Responsibilities include facility cleaning and assist with vehicle cleaning

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ACJFS #4-24

Country Neighbor Program, Inc.
Health Related Transportation
Employment Related Transportation Budget
Section 3
Program Planning and Development
2024 Board Roster

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COUNTRY NEIGHBOR PROGRAM, INC.
2024 BOARD OF DIRECTORS
ROSTER

Casey O'Brien, President
Village Station
401 South Street
Chardon, OH 44024
Attorney At Law
Office: 440-437-5295
Term Begins: January 29, 2024
Term Ends: January, 2027
Date Elected: January 30, 2006
Email: Casey@peteribold.com

Dan Reel, Vice-President
12350 Winchell Road
Concord Township, OH 44024
Reel's Auto Sales
Work: 440-437-5893
Mobile: 440-319-1247
Term Begins: January, 2023
Term Ends: January, 2026
Date Elected: March 30, 2015
Email: dan@reelsauto.com

Jim Long, Secretary/Treasurer
300 Elruth Ct, Apt. 102
Girard, OH 44420
Middlefield Bank AVP/Risk Management and CRA Coordinator
Cell: 330-719-6603
Office: 440-632-3238
Term Begins: February, 2022
Term Ends: January, 2025
Date Elected: September 27, 2021
Email: jflong@middlefieldbank.com

Bonnie Brockway
2233 Brown Road
Jefferson, OH 44047
Retired: School Treasurer
Home: 440-576-8126
Alternate: 440-813-4958
Term Begins: January 29, 2024
Term Ends: January, 2027
Date Elected: May 24, 2021
Email: bbrockway64@gmail.com

Rick Huffman
5901 Route 6
Hartsgrove Twp, OH 44085
Home: 440-474-9042 c: 440-990-9532
Contractor/Business Owner
Term Begins: February, 2022
Term Ends: January, 2025
Date Elected: November 7, 2016
Email: rickhuffman@gmail.com

Open Seat

Term Begins: February, 2022
Term Ends: January, 2025
Date Elected:
Email:

Angela Thomas
8695 Troutman Road
Orwell, OH 44076
Ashtabula County Developmental Disabilities
Cell: 440-474-3600
Term Begins: February 10, 2023
Term Ends: January, 2026
Date Elected: February 10, 2020
Email: thomasaa91@gmail.com

John Pizon
383 East Jefferson Street
Jefferson, OH 44047-1105
Retired: First Energy (Electrical Engineer)
Home: 440-576-2447
Alternate: 440-437-6368
Term Begins: February, 2022
Term Ends: January, 2025
Date Elected: August 23, 2010
Email: john.pizon@gmail.com

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Kathleen Wolf
5129 Lenox New Lyme Road
Jefferson, OH 44047
Retired: Long Term Care
Home: 440-294-2368
Alternate
Term Begins: February, 2022
Term Ends: January, 2025
Date Elected: January 28, 2002
Email: KathleenWolf@yahoo.com

Sally Kennedy
1000 Middle Road
Conneaut, OH 44030
Retired: Health Commissioner
Home: 440-593-3087
Alternate: 440-789-9441
Term Begins: January 29, 2024
Term Ends: January, 2027
Date Elected: May 24, 2021
Email: kennedysally08@gmail.com

Ghassan Saikaly
4409 East Union Road
Dorset, OH 44032
Retired: Geauga Cty Water & Sewer Dept
Home: 440-293-6648
Cell: 440-536-2064
Term Begins: January 29, 2024
Term Ends: January, 2027
Date Elected: May 24, 2010
Email: gsaikaly@embarqmailcom

Randy Gentry
PO Box 1382
Andover, OH 44003
Law Enforcement
Work:
Mobile: 440-645-3543
Term Begins: January, 2023
Term Ends: January, 2026
Date Elected: September 28, 2015
Email rlgentry97@gmail.com

Daniel Claypool
5239 Lake W Road, Unit 306
Ashtabula, OH 44004
Retired: Law Enforcement
Mobile: 440-969-4913
Term Begins: January, 2023
Term Ends: January, 2026
Date Elected: June 5, 2023
Email: dclaypool@roadrunner.com

Member Emeritus:

Carl Plickert
87 Staley Road
Orwell, OH 44076
Retired (Kennametal)
Date Elected: January, 1997

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ACJFS #4-24

Country Neighbor Program, Inc.
Health Related Transportation
Employment Related Transportation Budget
Section 3
Program Planning and Development
Organizational Chart

COUNTRY NEIGHBOR PROGRAM, INC.
ORGANIZATIONAL CHART

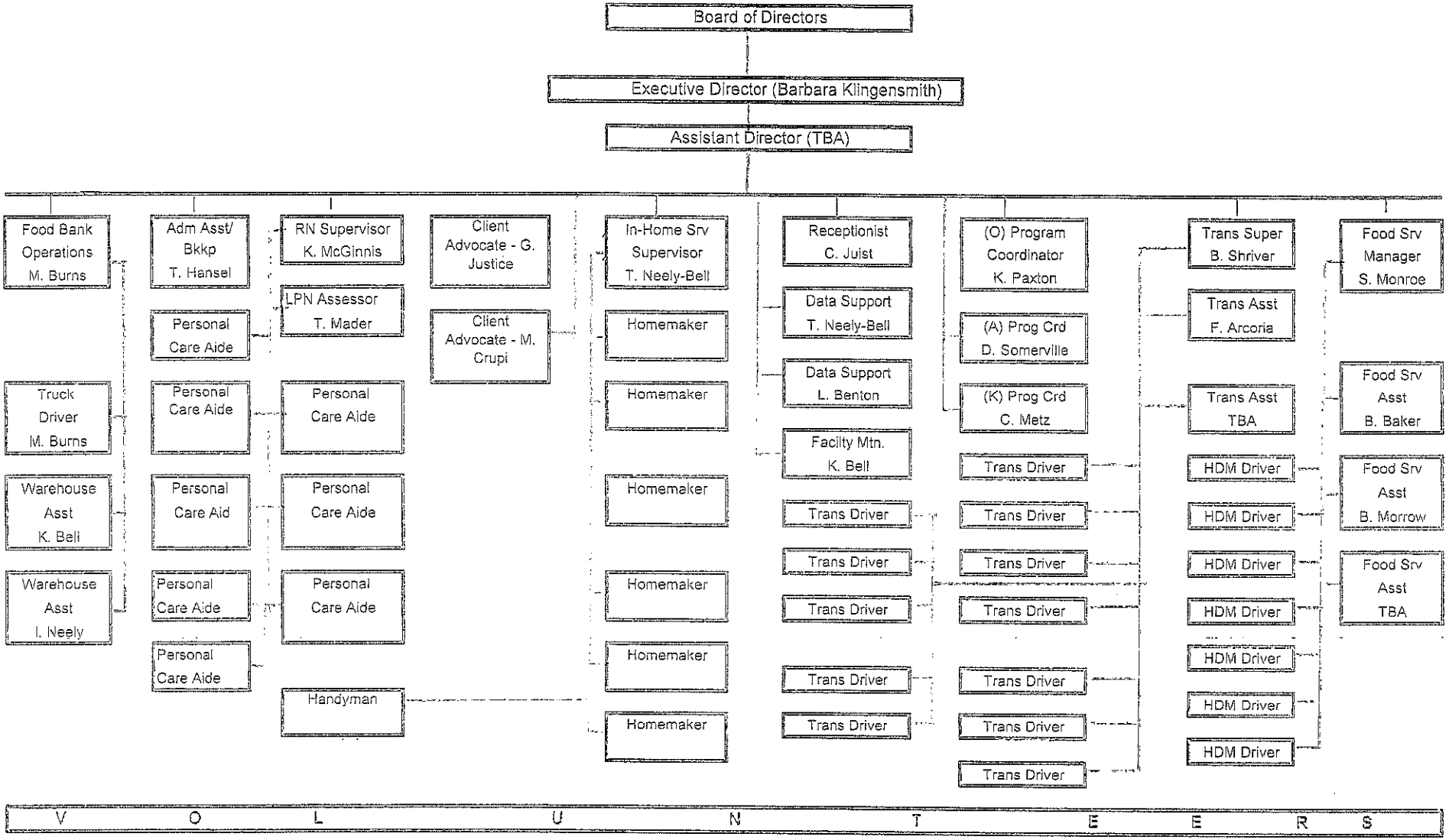

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Exhibit II
(Fee Schedule)

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Country Neighbor Program

Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile:	$ 2.18	Country Neighbor charges a flat, per mile fee of $2.18. There are no additional fees for "wait time" or "lift drops". Mileage begins from our Home Vehicle Lot at: 2693 State Route 322, Orwell, Ohio and back unless the vehicle is already out in service. If the vehicle is in service, mileage begins from the drop off point of the previous passenger to the new passenger's pick-up address, then to their destination and back home. Or, back to the Home Vehicle Lot if there are no further trips scheduled for the given driver.
Round Trip - Flat Rate per mile	$ 2.18	A "round trip" starts when leaving a specified location (Home Lot or the last drop off destination of previous customer), pick up the customer, take them to their destination, and return them to their home. If the driver has no other runs scheduled, then the trip ends at the Country Neighbor Home Vehicle Lot. If the driver has another run, then the trip ends at the customer's return home.
Shared Rides:	NA	If all riders utilize the same funding source, the total trip miles are divided by the number of individuals sharing that trip and each individual is billed their share. If different funding sources, all going to the same destination area, the total trip miles are divided equally by the number of individuals and billed as such to each funding source.

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **COUNTRY NEIGHBOR PROGRAM, INC.**
Date: **8/16/2024 3:29:20 PM**

This search produced the following list of **5** possible matches:

Name/Organization	Address
Harrison County Democratic Executive Committee	80900 Slab Camp Road
Lucas County Republican Party	10 S. Superior St.
Lucas County Republican Party	10 S. Superior Street
Noble County Law Library Association	300 County Court House
Village of Bethel Mayor's Court	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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Contract No.: 25-3005-ERT

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **$1,362.50**, and free from any previous encumbrances.

Agreement Title: An **Employment Related Transportation Contract** between **Ashtabula County of Job & Family Services** and **Country Neighbor Program, Inc.**

DocuSigned by:

181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/17/2024

Docusign Envelope ID: 9A8AB8D2-1638-4503-8FB5-2E168E39B2C0

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 25-3006-HRT

This contract made and entered into on the 1st day of **October 2024** by and between the **Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body** (hereinafter referred to as ACJFS), and **Country Neighbor Program, Inc.** located at: **P.O. Box 212, 39 South Maple Street, Orwell, Ohio 44076**, and whose phone number is: **440-437-6311**, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Title XIX of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service**: Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal and the Provider's Proposal).

2. **Purpose**: ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.

3. **Contract Period**: This contract will be effective from **October 1, 2024,** through **September 30, 2025,** inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.

4. **Availability of Funds**: Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
   $ 381,500.00

5. **Cost and Delivery of Purchased Services**: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.

6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **Title XX transportation, Non-emergency Transportation (NET), Pregnancy Related Services Transportation (PRS).** Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case-by-case basis by ACJFS.

7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

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8. **Fees**: No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.

9. **No Show Fees:** A Provider cannot charge "no show" fees due to state Medicaid payment rules that do not allow billing for services not rendered.

10. **Payment for Purchased Service**: Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.

    The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

    Federal Award Project Description: FFY 2025 Transportation

    Name of Federal Awarding Agency: Department of Health and Human Services

    Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

    Federal Award Identification Number (FAIN): Not available at this time

    Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2024

    Is the Award Research and Development: No

    Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

11. **Invoice Format**: Provider's invoice will consist of:

    (1) A one-page summary invoice signed by an authorized representative and will include:
    - Contract number
    - Service month and year
    - Provider's name, address, telephone number and billing contact person's name
    - Total amount invoiced for the month

    (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
    - ACJFS program to be charged
    - Date of trip

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- Client last name
- Client first name
- Client pickup address
- Client destination address
- Stop(s) address(es)
- PCA (personal care assistant) name(s) or indication if person is a PCA
- Total trip mileage
- Mileage rate
- Number of one-way trips per passenger
- Wait start & stop times
- Total wait minutes being charged
- Wait time rate
- Indication if trip is a lift
- Total trip charge
- Indication of whether trip was shared with other ACJFS client (to split cost of trip)
- Driver's name
- Report no-shows and cancellations as that could affect the eligibility of the client.

12. **Splitting the Cost of Trips**: Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

13. **Duplicate Billing**: Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.

14. **Amendment of Contract**: This contract may be amended at any time by a written amendment signed by both parties.

15. **Termination**:
    a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.

    b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.

    c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.

    d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.

16. **Subcontracting**: When deemed necessary to deliver services of the quantity and quality specified in

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Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.

17. **Independent Contractors**: Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.

18. **Vehicle Maintenance and Inspection**: The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.

19. **Background Checks:** The Provider agrees to provide copies of background checks, driver's license, and a certified driving history from the Bureau of Motor Vehicles of the Ohio Dept. of Public Safety, for all employees that provide direct services to transportation participants, to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire.

20. **Incident and Accident Reports**: Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.

21. **On Time Performance**: The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.

22. **Complaint Procedure**: Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.

23. **Communication**: Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e., two-way radio, cellular phone.

24. **Financial Records**: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.

25. **Responsibility for Audit Exceptions**: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.

26. **Availability and Retention of Records**: All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio,

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Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.

27. **Confidentiality**: Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

28. **Civil Rights**: ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The 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 and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (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 sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. **Indemnity and Insurance**:

    a. Indemnity: Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

    b. Insurance: Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

    Minimum coverage for General Liability in the amount of $1,000,000.00 each occurrence and Automobile Liability $1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. **Monitoring and Evaluation**: ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform

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at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.

31. **Accessibility of Program to the Public**: ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

32. **Accessibility to the Handicapped**: Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

33. **Maintenance of Service**: The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.

34. **Referral**: ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. **Equal Employment Opportunity**: The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

36. **Patent Rights, Copyrights and Rights in Data**: All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.

37. **Clean Air**: For contracts exceeding $100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.

38. **Debarment**: The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding $100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

39. **Lobbying**: The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding $100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.

40. **Licensing**: The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.

41. **Americans with Disabilities Act**: The Provider agrees to comply with the Americans with Disabilities Act of 1990.

42. **Child Support Enforcement**: Provider agrees to cooperate with ACJFS and any Ohio Child Support

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Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.

44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.

45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.

46. **Accreditation and Compliance with Tax, License, and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.

47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

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Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:

DocuSigned by:

FB74060D0EAC4B8...

Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

9/11/2024
Date

Signed by:

9AC9C4BA074947A...

Country Neighbor Program, Inc.

9/16/2024
Date

Signed by:

72C9CAC40E3D4A8...

DocuSigned by:

3E6154CBF4DA44C...

9/17/2024
Date

DocuSigned by:

8CC3D2025A6D44F...

Ashtabula County Board of Commissioners

Approved as to Legal Form Only:

Colleen M. O'Toole
Ashtabula County Prosecutor

9/9/24
Date

Matrix Matter No. 2024-CON-0162
Reviewed by Matthew J. Hebebrand, Esq.

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Exhibit I

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Request for Proposals
For
Transportation Services

Health Related Transportation
Employment Related Transportation

Issued by:

The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004

Issue Date:

June 14, 2024

RFP Number:

ACJFS RFP #4-24

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-22 to 9-30-23, 44,367 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.

2. Reject any or all proposals, or any part thereof without cause.

3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.

4. Not select any applicant should ACJFS decide not to proceed.

5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	**Date: 6-14-24**
Question Period Begins	**Date: 6-14-24**
Pre-Proposal Conference	**Date: 6-24-24 @ 10:00 a.m.**
Question Period Ends	**Date: 6-24-24 @ 4:00 p.m.**
Proposals Due to Ashtabula County Board of Commissioners	**Date: 7-11-24 @ 2:30 p.m.**
Agreement Effective Date	**Date: 10-1-24**

Pre-Proposal Conference:

A pre-proposal conference will be held on June **24, 2024,** at **10:00 a.m.** at ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email by **4:00 p.m. on 6-24-24 to:**

ATTN: Renee Dragon, Program Evaluator
Email: RENEE.DRAGON@jfs.ohio.gov

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners
Attention Lisa Hawkins
25 West Jefferson Street
Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-11-24, and clearly marked with the applicant's name, address, and RFP number:

ACJFS RFP #4-24

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III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
   a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
   b. non-discrimination laws in the provision of services.
   c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
   d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

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3. All vehicles shall:
    a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
    b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
    c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.
4. Vehicles equipped for transporting participants remaining in wheelchairs shall:
    a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used.
    b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:
All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:
The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:
From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:
To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

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Section 1 - Application Information (Attachment A):
Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:
Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding, and identifying each required document).

A. Financial Statement Requirement: (with master copy only)
   1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

-or-

   2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

   In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

B. Articles of Incorporation
C. Proof of Liability Insurance/Other Required Insurance
D. Equal Employment Opportunity - Affirmative Action Plan
E. Professional or Operating licenses
F. Documents used for Monitoring
G. Employee Training Program description
H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
K. Affidavit of Non-Collusion
L. Non-Discrimination Agreement O.R.C. 153.59
M. Representations, Assurances, and Certifications document
N. Certification Regarding Lobbying
O. OMB Circular 2 CFR 200 Audit Certification Form
P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:
The Program Planning and Development section must include the following information:
A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
B. Provide a summary of service and description for each of these areas:
   1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
   2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
   3. Specifications:
      (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

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(b). Define a round trip ride.
(c). Describe the method of charging a "shared" trip.
(d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
(e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
(f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
(g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles, and "no-shows".
(h). Assure that ninety percent (90%) of shared-ride trips take no more than 60 minutes than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
(i). Report all incidents, accidents, or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during

C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):
An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:
1. A unit of service is equal to one mile.
2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:
The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

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Stage 1 Review:
"Qualified" proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed "Non-Qualified" and will not be considered.

2. Completeness of Submission - proposal submission must include:
    a. Required number of copies: 1 master and 3 copies (4 total)
    b. Section 1 Applicant Information Page (Attachment A)
    c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
    d. Section 3 Program Planning & Development
    e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed "Non - Qualified" and will not be reviewed in stage 2.

Stage 2 Review:
All "Qualified" proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
    - *A.* Applicant's program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
    - *B.1* Ability to adequately service clients according to hours of operation as stated in RFP.
    - *B.2* Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
    - Applicant has thoroughly defined the method of charging for trips.
    - The Applicant has sufficient vehicle capacity to meet the needs of the program.
    - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
    - *C.* Applicant is able to meet the geographical needs of the service area.
    - *D. & E.* organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
    - The budget effectively defines the unit rate.
    - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

- Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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Acceptance and Rejection of Proposals:
The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:
(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.
(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.
(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:
The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:
The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:
ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:
The agreement has a tentative effective date of **10-1-24 through 9-30-25**.

Invoicing:
Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:
ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

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See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:
The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:
Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:
Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds $100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

Patent or Copyright Liabilities:
The Provider will protect, defend, and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:
ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

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Appendix I

Docusign Envelope ID: 9A8AB8D2-1638-4503-8FB5-2E168E39B2C0

Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. **Seating:**
   a. All seats must be securely fastened to the floor.
   b. No broken tubing or protruding pieces of metal should be around seats.

2. **Defrosters & Heaters:**
   a. Must operate as designed.
   b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
   c. Hoses must not have cracks or leaks and must otherwise be in good condition.
   d. Fan guards must be metal or plastic.

3. **Windshield Wipers & Washers:**
   a. Must operate as designed.
   b. Wiper blades in the vehicle operator's field of vision must be clean.
   c. Wiper blades must not be brittle or badly worn.

4. **Vehicle Floor:**
   a. Must be metal.
   b. Must be intact without holes.

5. **Mirrors:**
   a. Must have a least one rear view interior mirror that is properly secured and in proper placement.
   b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
   c. Prismatic lens must be properly installed.
   d. All mirrors must enable operators to see a clean image (i.e., without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. **Emergency Equipment:**
   a. The red reflectors must be stored in the vehicle.
   b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b., c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
   c. The vehicle must be equipped with a first aid kit.

7. **Brakes:**
   a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
   b. Tail exhaust pipes are properly secured to prevent dropping on the break line.
   c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
   d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
   e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
   f. All moisture ejection valves must be free of leaks and in proper working order.

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8. **Emergency Brakes:**
    a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
    b. If the emergency brake is located on the drive shaft, the brakes shall:
        i. Hold the vehicle in parked position;
        ii. Be properly mounted, and;
        iii. Have cables that are properly lubricated and not hazardously worn.

9. **Steering Gear:**
    a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
    b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
    c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
    d. Tie rod ends must function properly.
    e. Tires must not rub any chassis or body component in any position.

10. **Horn:** Must operate as designed.

11. **Windshield & Windows:**
    a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
    b. Plexiglass will not be used to replace safety glass.

12. **Emergency Door:**
    Applicable to Bus Type Vehicles
    a. The door must be able to open to its maximum width without catching or binding.
    b. All handles must be permanently installed.
    c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
    d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
    e. The door must be free of temporary or permanent obstructions.
    f. No padlocks or other added security devises are to be used to secure the door while the vehicle is in motion.

13. **Springs & Shocks:**
    a. Must be intact.
    b. Must be properly mounted.
    c.

14. **Tires:**
    a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
    b. Retread tires should not be located on the steering axle.
    c. Must be free of irregular wear, cuts, bruises, and breaks.
    d. Must be balanced and in proper alignment.
    e. All lugs must be present and fitted tightly on tires.
    f. All tread types must match mated tires.

15. **Exhaust System:**
    a. Must be intact and operating as designed.
    b. All pipe and muffler joints must be properly welded or clamped.
    c. Exhaust manifolds must be free of cracks and missing bolts.

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16. Lights:

a. Must operate as designed.
b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

a. Condition must be intact.
b. Must be free of broken parts that can cause injury.

18. Gas Tank:

a. Must be free of rust, damage, or leaks.
b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

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Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

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ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION

AGENCY / ORGANIZATION NAME: Country Neighbor Program, Inc.

ADDRESS: 39 South Maple Street, PO Box 212, Orwell, OH 44076

PHONE: (440)437-6311 FAX: (440)437-1031

SERVICE SITE (if different than above): _____

ADDRESS: _____

PHONE: _____ FAX: _____

FEDERAL TAX I.D. NUMBER: 34-1331627

EXECUTIVE DIRECTOR/DIRECTOR: Barbara Klingensmith

PROGRAM COORDINATOR: Brittany Shriver EMAIL: brittany.shriver@countryneighbor.org

FISCAL CONTACT: Tina Hansel EMAIL: tina.hansel@countryneighbor.org

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: Barbara Klingensmith SIGNATURE: _____
(Note: original signature must be in blue ink)

TITLE: Executive Director DATE: July 9, 2024

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ACJFS #4-24

Country Neighbor Program, Inc.
Health Related Transportation
Employment Related Transportation Budget
Section 3
Program Planning and Development

Docusign Envelope ID: 9A8AB8D2-1638-4503-8FB5-2E168E39B2C0

Country Neighbor Program, Inc.
Employment Related and
Health Related Transportation
Section 3
Program Planning and Development

A. Program Description

Country Neighbor is proposing to provide 175,000 miles of Health-Related Transportation at a unit rate of $2.18 and 2,500 miles of Employment-Related Transportation at a unit rate of $2.18 per mile for the period of October 1, 2024, through September 30, 2025. We are requesting a 1.4% rate increase from $2.15 to $2.18 for the proposed contract year. The cost of operations is increasing as well as to be more competitive in the job market, it has become imperative that we continue to increase salaries and benefits for our team. Staff is increasingly difficult to attract and retain in today's environment.

Country Neighbor follows all Ohio Department of Transportation, Ohio Division of Emergency Medical Service, and Ohio Department of Aging requirements, including all training and monitoring requirements. Annually, we are monitored by all the programs for compliance. Included with this RFP, as an attachment, is Country Neighbor's Transportation Policy and Procedure Manual addressing personnel, safety, training, and monitoring requirements.

Country Neighbor continues to put an emphasis on sharing trips with other funding sources as much as possible. It is more cost effective and allows more trips for the same amount of available resources. During the period of October 2023 through June 2024, 67% of the HRT trips Country Neighbor provided were shared saving $228,151.82 in NET dollars.

At this time, call slips are forwarded to our Transportation Unit via email from the Transit Unit of ACJFS. Country Neighbor's Transportation Supervisor and her assistants schedule the trips and drivers. Clients are called the day before their scheduled trip to verify information on file and to notify them of the scheduled pickup time. If other riders are on the trip with them, we let them know that as well.

B. Summary of Service

1. Days and Hours of Service

Country Neighbor operates Monday through Saturday from 3:30 a.m. to approximately 7:00 p.m., depending upon the trips scheduled. These times and days are flexible and vary with individual need. We do provide dialysis transportation on Sundays and holidays, when necessary.

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2. Provider Experience

Country Neighbor has been providing transportation as discussed in the service specifications for well over 42 years. We have for the past several years been the contract provider for the countywide Ashtabula County Senior Services Levy transportation program.

Country Neighbor is designated by the Ashtabula County Board of Commissioners as the Lead Agency for Transportation Coordination Planning and Implementation of the Ashtabula County Coordinated Plan.

3. Specifications

a. Trip Charge Calculation

Country Neighbor charges a flat, per mile fee. There are no additional fees for "wait time" or "lift drops".

Mileage begins from our vehicle lot and back, unless it is already in service. If it is already in service, mileage begins from the drop off point of the previous passenger to the new passenger's pickup address then to their destination and back home or back to our vehicle lot if there are no further trips scheduled for that driver.

b. Round Trip Definition

A "round trip" is when we leave a specified location, pick up the passenger, take them to their destination, and then return them back to their home. If the driver has no other runs scheduled, then the trip ends at the Country Neighbor lot. If there is another run, then the trip ends at the passenger's home.

c. Charging a Shared Trip

If all the same funding source, we take the total trip miles and divide by the number of individuals sharing that trip and each is billed their share. If different funding sources, all going to the same destination area, the total trip miles are divided equally by the number of people on board and billed as such.

d. Number of Vehicles, Passenger Capacity and Wheelchair Lifts

Country Neighbor has (2) 7 passenger minivans, (4) modified minivan, and (5) lift vehicles. The modified minivans have 1 wheelchair position, 1 of the lift vans have 3 wheelchair positions and 4 have 2 positions.

We have been anxiously awaiting the delivery of 2 new transit vans awarded through a grant written in 2023 from the Ohio Department of Transportation. The update to

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our delivery is sometime the end of July or beginning of August! These new vehicles will help tremendously with our ability to expand our service. We have been awarded another new vehicle in the latest round of funding which we should receive sometime in 2025.

e. Procedures for Multiple Passengers

Our Transportation Unit works with each individual passenger identifying commonalities in trip destination areas and appointment times. We work with the passenger and the medical facilities to coordinate reasonable schedules to minimize waiting periods.

To determine the definition of "excessive" wait time is difficult as each situation is unique in itself. For example, if we take three passengers to Cleveland for three different appointments within a two-hour window of each other, the wait time may look very different from three passengers waiting in Ashtabula which you can get to much quicker. In the first example, they may wait on each other for a total three window whereby in the second scenario, waiting two hours may be excessive.

Our transit unit always notifies the passengers ahead of time when waiting for periods of time may occur.

f. Ensure 15 Minute Windows for Stated Pickup and Deliveries

All trips are entered into our Ecolane scheduling and dispatching software program. As the trips are batched for the day and vehicle, the software assigns pickup and delivery times for the passengers. We then convey this information to the passengers when we call them the previous day.

The dispatcher monitors all trips on a continuous basis all day and is alerted if vehicles are running behind. Should problems arise, she then takes appropriate action by contacting all involved to adjust the schedules accordingly.

g. Accommodating Last Minute Requests, Changes, Late Running Vehicles, and "No Shows"

If last minute requests are received by our unit, the dispatcher will look at the day's schedule to see if we can accommodate the request. If we are unable at the specified time, we work with the passenger and the ACJFS transit unit to adjust their time to fit into the current schedule, if possible. If this scenario is not possible, we check to see if a reschedule is possible. If not, the call slip is sent back to ACJFS. However, generally, details are worked out to accommodate both parties.

"No shows" are handled on an individual basis. If a client is a repeat offender, CNP transit unit communicates with ACJFS and cooperatively steps are taken to address the issue.

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h. Assurance Regarding 90% of Shared-Ride Trips

With our scheduling software, we can continually monitor our fleet of vehicles in service and adjust, as necessary. We are continuously communicating with the passengers and the drivers to ensure reasonable accommodations are met to and from destinations.

i. Reporting of Incidents and Accidents

Country Neighbor will report all incidents, accidents, and complaints, per the bid specification to ACJFS.

C. Geographical Service Area

Country Neighbor is available to provide transportation countywide. We will travel to destinations within the county, out of the county and into Pennsylvania, when necessary. Most of our medical transportation is to Geauga, Ashtabula, Cuyahoga and Trumbull Counties.

ERT is generally within the county, but we have the capacity to go out of the county, if necessary.

D. Organizational Structure

Country Neighbor began in 1977 and was incorporated in March of 1981. The mission of the organization is help people remain independent by providing supportive services to enhance their quality of life. Country Neighbor provides a wide variety of services to include, but not limited to, homemaker, chore, transportation, home delivered meals, congregate meals, personal care, prescription assistance, emergency food assistance, rental/utility assistance, socialization, senior companionship, summer meals for children, recreational, educational, and wellness activities.

Our service area is dependent upon the funding sources for the variety of programs we provide.

As the Ashtabula County Food Bank (Country Neighbor) serves 24 food pantries, 4 soup kitchens/senior feeding sites, and 2 shelters located throughout Ashtabula County. In 2023, we distributed over 1.7 million pounds of food to these contract organizations.

The largest funding sources are the Ashtabula County Senior Services Levy, Trumbull County Senior Services Levy, Ashtabula County Department of Job and Family Services, Direction Home of Eastern Ohio, the Ohio Department of Job & Family Services and United Way of Ashtabula County.

Country Neighbor is governed by a thirteen-member Board of Directors who meet

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one time per month, generally the last Monday of each month. ***(List attached)***

An Organizational Chart is attached.

E. Provider/Staff Qualifications

Executive Director: Responsible for overall implementation, grant writing, fiscal accountability and administration of the program. Also, very involved with the Coordinated Transportation Plan update and implementation for the County.

Assistant Director: Assist the Executive Director with the day-to-day administrative oversight of the operations of the program.

Administrative Assistant/Bookkeeper: Assist with human resources, fiscal responsibilities, payroll and financial reporting.

Receptionist: Perform all clerical responsibilities, answers telephone, directs clients, and filing of records of central filing system.

Data Support/Backup Receptionists: Covers the desk and telephone when the receptionist is not available. Responsible for the daily data collection/entry into the database, compilation of client files, and service logs.

Transportation Supervisor: Reports to the Executive Director. She is responsible for the intake and assessment of each client, scheduling all transportation trips, drivers, vehicles, accuracy and completion of all required documentation and recordkeeping, maintenance program implementation, policy and procedure implementation and quality assurance of the program.

Transportation Assistants: Responsible for all daily trip data entry, assist with billing and assessment tools. Assists Transportation Supervisor with telephone, and clients.

Drivers: Direct service of client's transportation to appointments, assist them, then return them to their homes, cleanliness of vehicles, accurate completion of all documentation, and required training.

Facility Maintenance: Responsibilities include facility cleaning and assist with vehicle cleaning

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ACJFS #4-24

Country Neighbor Program, Inc.
Health Related Transportation
Employment Related Transportation Budget
Section 3
Program Planning and Development
2024 Board Roster

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COUNTRY NEIGHBOR PROGRAM, INC.
2024 BOARD OF DIRECTORS
ROSTER

Casey O'Brien, President
Village Station
401 South Street
Chardon, OH 44024
Attorney At Law
Office: 440-437-5295
Term Begins: January 29, 2024
Term Ends: January, 2027
Date Elected: January 30, 2006
Email: Casey@peteribold.com

Dan Reel, Vice-President
12350 Winchell Road
Concord Township, OH 44024
Reel's Auto Sales
Work: 440-437-5893
Mobile: 440-319-1247
Term Begins: January, 2023
Term Ends: January, 2026
Date Elected: March 30, 2015
Email: dan@reelsauto.com

Jim Long, Secretary/Treasurer
300 Elruth Ct, Apt. 102
Girard, OH 44420
Middlefield Bank AVP/Risk Management and CRA Coordinator
Cell: 330-719-6603
Office: 440-632-3238
Term Begins: February, 2022
Term Ends: January, 2025
Date Elected: September 27, 2021
Email: jflong@middlefieldbank.com

Bonnie Brockway
2233 Brown Road
Jefferson, OH 44047
Retired: School Treasurer
Home: 440-576-8126
Alternate: 440-813-4958
Term Begins: January 29, 2024
Term Ends: January, 2027
Date Elected: May 24, 2021
Email: bbrockway64@gmail.com

Rick Huffman
5901 Route 6
Hartsgrove Twp, OH 44085
Home: 440-474-9042 c: 440-990-9532
Contractor/Business Owner
Term Begins: February, 2022
Term Ends: January, 2025
Date Elected: November 7, 2016
Email: rickhuffman@gmail.com

Open Seat

Term Begins: February, 2022
Term Ends: January, 2025
Date Elected:
Email:

Angela Thomas
8695 Troutman Road
Orwell, OH 44076
Ashtabula County Developmental Disabilities
Cell: 440-474-3600
Term Begins: February 10, 2023
Term Ends: January, 2026
Date Elected: February 10, 2020
Email: thomasaa91@gmail.com

John Pizon
383 East Jefferson Street
Jefferson, OH 44047-1105
Retired: First Energy (Electrical Engineer)
Home: 440-576-2447
Alternate: 440-437-6368
Term Begins: February, 2022
Term Ends: January, 2025
Date Elected: August 23, 2010
Email: john.pizon@gmail.com

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Kathleen Wolf
5129 Lenox New Lyme Road
Jefferson, OH 44047
Retired: Long Term Care
Home: 440-294-2368
Alternate
Term Begins: February, 2022
Term Ends: January, 2025
Date Elected: January 28, 2002
Email: KathleenWolf@yahoo.com

Sally Kennedy
1000 Middle Road
Conneaut, OH 44030
Retired: Health Commissioner
Home: 440-593-3087
Alternate: 440-789-9441
Term Begins: January 29, 2024
Term Ends: January, 2027
Date Elected: May 24, 2021
Email: kennedysally08@gmail.com

Ghassan Saikaly
4409 East Union Road
Dorset, OH 44032
Retired: Geauga Cty Water & Sewer Dept
Home: 440-293-6648
Cell: 440-536-2064
Term Begins: January 29, 2024
Term Ends: January, 2027
Date Elected: May 24, 2010
Email: gsaikaly@embarqmailcom

Randy Gentry
PO Box 1382
Andover, OH 44003
Law Enforcement
Work:
Mobile: 440-645-3543
Term Begins: January, 2023
Term Ends: January, 2026
Date Elected: September 28, 2015
Email rlgentry97@gmail.com

Daniel Claypool
5239 Lake W Road, Unit 306
Ashtabula, OH 44004
Retired: Law Enforcement
Mobile: 440-969-4913
Term Begins: January, 2023
Term Ends: January, 2026
Date Elected: June 5, 2023
Email: dclaypool@roadrunner.com

Member Emeritus:

Carl Plickert
87 Staley Road
Orwell, OH 44076
Retired (Kennametal)
Date Elected: January, 1997

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ACJFS #4-24

Country Neighbor Program, Inc.
Health Related Transportation
Employment Related Transportation Budget
Section 3
Program Planning and Development
Organizational Chart

COUNTRY NEIGHBOR PROGRAM, INC.
ORGANIZATIONAL CHART

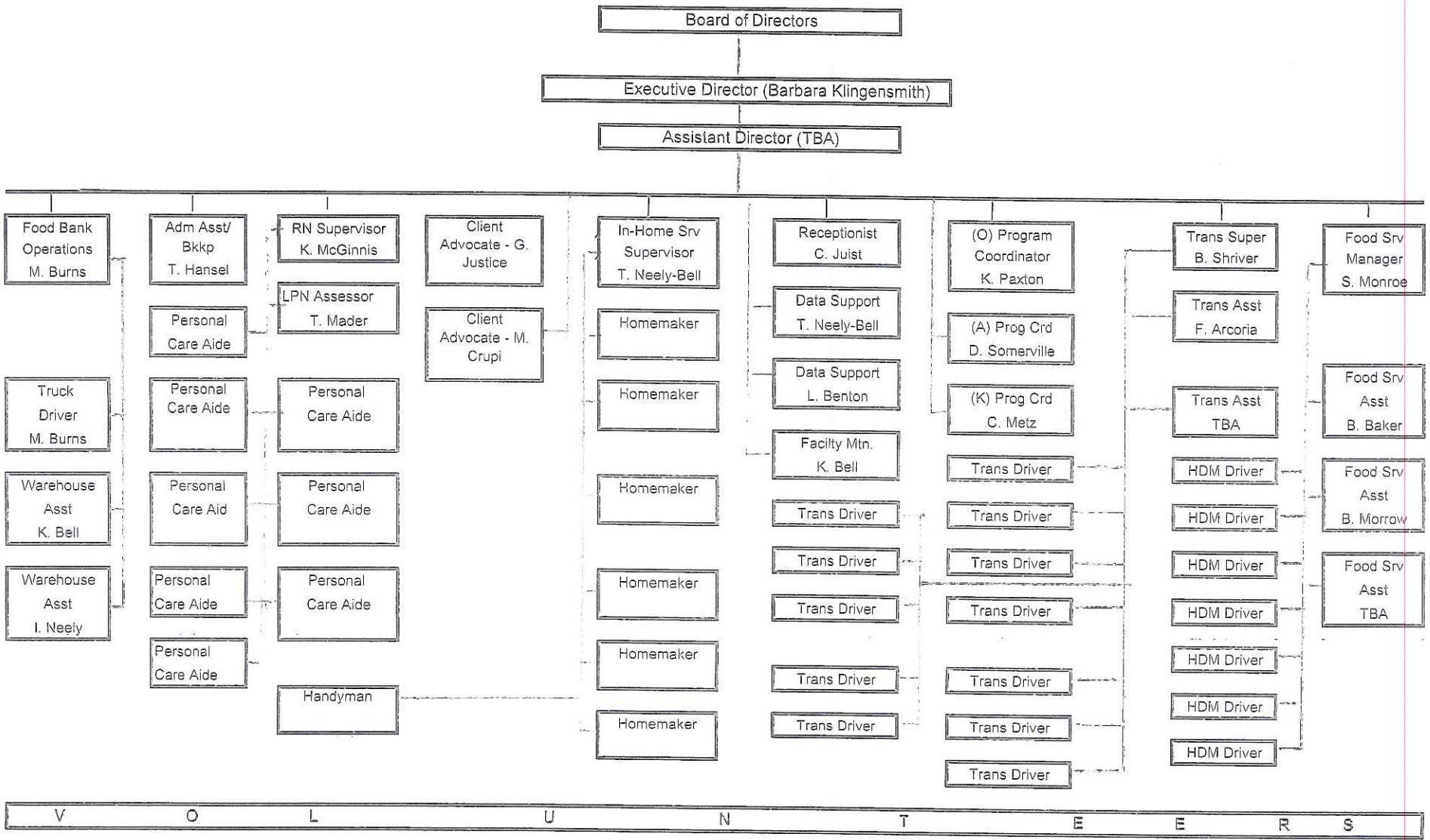

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Exhibit II
(Fee Schedule)

Docusign Envelope ID: 9A8AB8D2-1638-4503-8FB5-2E168E39B2C0

Country Neighbor Program

Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile:	$ 2.18	Country Neighbor charges a flat, per mile fee of $2.18. There are no additional fees for "wait time" or "lift drops". Mileage begins from our Home Vehicle Lot at: 2693 State Route 322, Orwell, Ohio and back unless the vehicle is already out in service. If the vehicle is in service, mileage begins from the drop off point of the previous passenger to the new passenger's pick-up address, then to their destination and back home. Or, back to the Home Vehicle Lot if there are no further trips scheduled for the given driver.
Round Trip - Flat Rate per mile	$ 2.18	A "round trip" starts when leaving a specified location (Home Lot or the last drop off destination of previous customer), pick up the customer, take them to their destination, and return them to their home. If the driver has no other runs scheduled, then the trip ends at the Country Neighbor Home Vehicle Lot. If the driver has another run, then the trip ends at the customer's return home.
Shared Rides:	NA	If all riders utilize the same funding source, the total trip miles are divided by the number of individuals sharing that trip and each individual is billed their share. If different funding sources, all going to the same destination area, the total trip miles are divided equally by the number of individuals and billed as such to each funding source.

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **COUNTRY NEIGHBOR PROGRAM, INC.**
Date: **8/16/2024 3:05:15 PM**

This search produced the following list of **5** possible matches:

Name/Organization	Address
Harrison County Democratic Executive Committee	80900 Slab Camp Road
Lucas County Republican Party	10 S. Superior St.
Lucas County Republican Party	10 S. Superior Street
Noble County Law Library Association	300 County Court House
Village of Bethel Mayor's Court	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **$95,375.00**, and free from any previous encumbrances.

Agreement Title: A **Health Related Transportation Contract** between **Ashtabula County Job & Family Services** and **County Neighbor Program, Inc.**

DocuSigned by:
David Thomas
181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/17/2024

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PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 25-3007-ERT

This contract made and entered into on the **1st** day of **October 2024** by and between the **Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body** (hereinafter referred to as ACJFS), and **Richmond Transportation** located at: **5456 Main Avenue, Ashtabula, Ohio 44004 (business mailing address: 2423 Deerfield Drive, Ashtabula, Ohio 44004)**, and whose phone number is: **440-998-0080 or 440-964-9403**, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service**: Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal and the Provider's Proposal).

2. **Purpose**: ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.

3. **Contract Period**: This contract will be effective from **October 1, 2024,** through **September 30, 2025** inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.

4. **Availability of Funds**: Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
   $ 20,000.00

5. **Cost and Delivery of Purchased Services**: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.

6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **OWF, SNAP ET/ABAWD, SNAP ET, LEAP, PRC**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case by case basis by ACJFS.

7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate

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agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees**: No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.

9. **No Show Fees:** A Provider cannot charge "no show" fees due to state Medicaid payment rules that do not allow billing for services not rendered.

10. **Payment for Purchased Service**: Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect, or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.

The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

Federal Award Project Description: FFY 2025 Transportation

Name of Federal Awarding Agency: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

Federal Award Identification Number (FAIN): Not available at this time

Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2024

Is the Award Research and Development: No

Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

11. **Invoice Format**: Provider's invoice will consist of:

(1) A one-page summary invoice signed by an authorized representative and will include:
- Contract number
- Service month and year
- Provider's name, address, telephone number and billing contact person's name
- Total amount invoiced for the month

(2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:

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- ACJFS program to be charged
- Date of trip
- Client last name
- Client first name
- Client pickup address
- Client destination address
- Stop(s) address(es)
- PCA (personal care assistant) name(s) or indication if person is a PCA
- Total trip mileage
- Mileage rate
- Number of one-way trips per passenger
- Wait start & stop times
- Total wait minutes being charged
- Wait time rate
- Indication if trip is a lift
- Total trip charge
- Indication of whether trip was shared with other ACJFS client (to split cost of trip)
- Driver's name
- Report no-shows and cancellations as that could affect the eligibility of the client.

12. **Splitting the Cost of Trips**: Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

13. **Duplicate Billing**: Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.

14. **Amendment of Contract**: This contract may be amended at any time by a written amendment signed by both parties.

15. **Termination**:
    a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.

    b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.

    c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.

    d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.

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16. **Subcontracting**: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.

17. **Independent Contractors**: Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.

18. **Vehicle Maintenance and Inspection**: The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.

19. **Background Checks:** The Provider agrees to provide background checks of all employees that provide direct services to transportation participants and provide copies of the background checks to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire background checks.

20. **Incident and Accident Reports**: Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.

21. **On Time Performance**: The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.

22. **Complaint Procedure**: Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.

23. **Communication**: Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e., two-way radio, cellular phone.

24. **Financial Records**: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.

25. **Responsibility for Audit Exceptions**: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.

26. **Availability and Retention of Records**: All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries

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submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the 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 years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.

27. **Confidentiality**: Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

28. **Civil Rights**: ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The 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 and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (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 sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. **Indemnity and Insurance**:

    a. Indemnity: Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

    b. Insurance: Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

    Minimum coverage for General Liability in the amount of $1,000,000.00 each occurrence and Automobile Liability $1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. **Monitoring and Evaluation**: ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular

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intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.

31. **Accessibility of Program to the Public**: ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

32. **Accessibility to the Handicapped**: Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

33. **Maintenance of Service**: The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.

34. **Referral**: ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. **Equal Employment Opportunity**: The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

36. **Patent Rights, Copyrights and Rights in Data**: All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.

37. **Clean Air**: For contracts exceeding $100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.

38. **Debarment**: The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding $100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

39. **Lobbying**: The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding $100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.

40. **Licensing**: The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.

41. **Americans with Disabilities Act**: The Provider agrees to comply with the Americans with Disabilities Act of 1990.

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42. **Child Support Enforcement**: Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.

44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.

45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.

46. **Accreditation and Compliance with Tax, License and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.

47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

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Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:

DocuSigned by:

FB74060D0EAC4B8...

Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

9/6/2024
Date

Signed by:

AFC75564B1C94A9...

Richmond Transportation

9/6/2024
Date

Signed by:

72C9CAC40E3D4A8...

DocuSigned by:

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9/12/2024
Date

DocuSigned by:

8CC3D2025A6D44F...

Ashtabula County Board of Commissioners

Approved as to Legal Form Only:

Colleen M. O'Toole
Ashtabula County Prosecutor

9/4/24
Date

Matrix Matter No. 2024-CON-0165
Reviewed by Matthew J. Hebebrand, Esq.

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Exhibit I

Docusign Envelope ID: 5B4211F4-8BD3-46CD-8A36-B334443D85C5

Request for Proposals
For
Transportation Services

Health Related Transportation
Employment Related Transportation

Issued by:

The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004

Issue Date:

June 14, 2024

RFP Number:

ACJFS RFP #4-24

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-22 to 9-30-23, 44,367 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.

2. Reject any or all proposals, or any part thereof without cause.

3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.

4. Not select any applicant should ACJFS decide not to proceed.

5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	**Date: 6-14-24**
Question Period Begins	**Date: 6-14-24**
Pre-Proposal Conference	**Date: 6-24-24 @ 10:00 a.m.**
Question Period Ends	**Date: 6-24-24 @ 4:00 p.m.**
Proposals Due to Ashtabula County Board of Commissioners	**Date: 7-11-24 @ 2:30 p.m.**
Agreement Effective Date	**Date: 10-1-24**

Pre-Proposal Conference:

A pre-proposal conference will be held on June **24, 2024,** at **10:00 a.m.** at ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email by **4:00 p.m. on 6-24-24 to:**

ATTN: Renee Dragon, Program Evaluator
Email: RENEE.DRAGON@jfs.ohio.gov

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners
Attention Lisa Hawkins
25 West Jefferson Street
Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-11-24, and clearly marked with the applicant's name, address, and RFP number:

ACJFS RFP #4-24

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III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
   a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
   b. non-discrimination laws in the provision of services.
   c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
   d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

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3. All vehicles shall:
    a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
    b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
    c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.
4. Vehicles equipped for transporting participants remaining in wheelchairs shall:
    a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used.
    b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:
All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:
The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:
From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:
To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

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Section 1 - Application Information (Attachment A):
Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:
Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding, and identifying each required document).

A. Financial Statement Requirement: (with master copy only)
   1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

-or-

   2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

   In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

B. Articles of Incorporation
C. Proof of Liability Insurance/Other Required Insurance
D. Equal Employment Opportunity - Affirmative Action Plan
E. Professional or Operating licenses
F. Documents used for Monitoring
G. Employee Training Program description
H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
K. Affidavit of Non-Collusion
L. Non-Discrimination Agreement O.R.C. 153.59
M. Representations, Assurances, and Certifications document
N. Certification Regarding Lobbying
O. OMB Circular 2 CFR 200 Audit Certification Form
P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:
The Program Planning and Development section must include the following information:
A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
B. Provide a summary of service and description for each of these areas:
   1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
   2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
   3. Specifications:
      (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

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(b). Define a round trip ride.
(c). Describe the method of charging a "shared" trip.
(d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
(e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
(f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
(g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles, and "no-shows".
(h). Assure that ninety percent (90%) of shared-ride trips take no more than 60 minutes than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
(i). Report all incidents, accidents, or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during

C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):
An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:
1. A unit of service is equal to one mile.
2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:
The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

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Stage 1 Review:
"Qualified" proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed "Non-Qualified" and will not be considered.

2. Completeness of Submission - proposal submission must include:
    a. Required number of copies: 1 master and 3 copies (4 total)
    b. Section 1 Applicant Information Page (Attachment A)
    c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
    d. Section 3 Program Planning & Development
    e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed "Non - Qualified" and will not be reviewed in stage 2.

Stage 2 Review:
All "Qualified" proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
    - *A.* Applicant's program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
    - *B.1* Ability to adequately service clients according to hours of operation as stated in RFP.
    - *B.2* Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
    - Applicant has thoroughly defined the method of charging for trips.
    - The Applicant has sufficient vehicle capacity to meet the needs of the program.
    - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
    - *C.* Applicant is able to meet the geographical needs of the service area.
    - *D. & E.* organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
    - The budget effectively defines the unit rate.
    - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

- Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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Acceptance and Rejection of Proposals:
The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:
(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.
(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.
(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:
The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:
The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:
ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:
The agreement has a tentative effective date of **10-1-24 through 9-30-25**.

Invoicing:
Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:
ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

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See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:
The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:
Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:
Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds $100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

Patent or Copyright Liabilities:
The Provider will protect, defend, and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:
ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

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Appendix I

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Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. **Seating:**
   a. All seats must be securely fastened to the floor.
   b. No broken tubing or protruding pieces of metal should be around seats.

2. **Defrosters & Heaters:**
   a. Must operate as designed.
   b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
   c. Hoses must not have cracks or leaks and must otherwise be in good condition.
   d. Fan guards must be metal or plastic.

3. **Windshield Wipers & Washers:**
   a. Must operate as designed.
   b. Wiper blades in the vehicle operator's field of vision must be clean.
   c. Wiper blades must not be brittle or badly worn.

4. **Vehicle Floor:**
   a. Must be metal.
   b. Must be intact without holes.

5. **Mirrors:**
   a. Must have a least one rear view interior mirror that is properly secured and in proper placement.
   b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
   c. Prismatic lens must be properly installed.
   d. All mirrors must enable operators to see a clean image (i.e., without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. **Emergency Equipment:**
   a. The red reflectors must be stored in the vehicle.
   b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b., c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
   c. The vehicle must be equipped with a first aid kit.

7. **Brakes:**
   a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
   b. Tail exhaust pipes are properly secured to prevent dropping on the break line.
   c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
   d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
   e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
   f. All moisture ejection valves must be free of leaks and in proper working order.

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8. **Emergency Brakes:**
    a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
    b. If the emergency brake is located on the drive shaft, the brakes shall:
        i. Hold the vehicle in parked position;
        ii. Be properly mounted, and;
        iii. Have cables that are properly lubricated and not hazardously worn.

9. **Steering Gear:**
    a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
    b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
    c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
    d. Tie rod ends must function properly.
    e. Tires must not rub any chassis or body component in any position.

10. **Horn:** Must operate as designed.

11. **Windshield & Windows:**
    a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
    b. Plexiglass will not be used to replace safety glass.

12. **Emergency Door:**
    Applicable to Bus Type Vehicles
    a. The door must be able to open to its maximum width without catching or binding.
    b. All handles must be permanently installed.
    c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
    d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
    e. The door must be free of temporary or permanent obstructions.
    f. No padlocks or other added security devises are to be used to secure the door while the vehicle is in motion.

13. **Springs & Shocks:**
    a. Must be intact.
    b. Must be properly mounted.
    c.

14. **Tires:**
    a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
    b. Retread tires should not be located on the steering axle.
    c. Must be free of irregular wear, cuts, bruises, and breaks.
    d. Must be balanced and in proper alignment.
    e. All lugs must be present and fitted tightly on tires.
    f. All tread types must match mated tires.

15. **Exhaust System**:
    a. Must be intact and operating as designed.
    b. All pipe and muffler joints must be properly welded or clamped.
    c. Exhaust manifolds must be free of cracks and missing bolts.

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16. Lights:

a. Must operate as designed.
b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

a. Condition must be intact.
b. Must be free of broken parts that can cause injury.

18. Gas Tank:

a. Must be free of rust, damage, or leaks.
b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

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Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

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ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION

AGENCY / ORGANIZATION NAME: RICHMOND TRANSPORTATION, LLC

ADDRESS: 5456 Main Ave, Ashtabula Ohio 44004

PHONE: 440-998-0080 FAX: 440-998-6667

SERVICE SITE (if different than above): _____

ADDRESS: _____

PHONE: _____ FAX: _____

FEDERAL TAX I.D. NUMBER: 46-2892223

EXECUTIVE DIRECTOR/DIRECTOR: LISA RICHMOND

PROGRAM COORDINATOR: Same EMAIL: lisarichmond50@gmail.com

FISCAL CONTACT: Same EMAIL: _____

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: LISA RICHMOND SIGNATURE: Lisa M. Richmond
(Note: original signature must be in blue ink)

TITLE: Owner DATE: 7/10/24

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Section 3
Program Planning and Development

Docusign Envelope ID: 5B4211F4-8BD3-46CD-8A36-B334443D85C5

Richmond Transportation, LLC
2423 Deerfield Drive
Ashtabula, OH 44004
RPF#4-24

Section 3

A. Program Planning and Development

Richmond Transportation program planning and development will meet all requirements of requested by the Ashtabula County Department of Job & Family Services to provide health related and employment related transportation services to Ashtabula County residents. We will cover all of Ashtabula County and surrounding counties, as needed. We will provide safe, courteous, and reliable transportation to passengers and they will receive top priority from our company.

Richmond Transportation complies with all federal, state, and local laws as well non-discrimination laws, federal, wage, and hour laws, and workers' compensation laws. We also follow the Equal Employment Opportunity –Affirmative Action plan, and comply with the Drug Free Work Place Act as well as the Ohio Administrative Code of Employee Ethics.

All drivers are fingerprinted and all drivers passed the Ohio BCI & I as well as the FBI criminal background check as well as the Federal Exclusion Screening and have no criminal background history. OBMV checks are run annually on each driver. Our drivers also have been trained in hands-on transfer techniques, looking for signs of difficulty, wheelchair lift procedures, CPR, and first aid.

B. Summary of Services

1. Richmond Transportation's office is open Monday through Friday from 8:00 am to 4:30pm. Transportation will be provided Monday through Friday from 4:30am until 8:00 pm and Saturday's from 4:00am until 4:30pm. No transportation services will be provided on Sunday's. Telephone calls and appointment scheduling will be taken Monday through Friday from 8:00 am to 4:30pm. Our answering system will be active 7 days a week, 24 hours a day.

2. Since June 2012, we have transported yO! students from their homes to classes. We have been able to get the students to and from class safely and promptly. Our staff has a good rapport with all passengers and genuinely cares about each individual.

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During the summer starting in 2012, we have transported students under the TANF grant. The number of students that were transported increased dramatically from the summer of 2012. We were able to transport the students safely and promptly as well accommodate last minute schedule changes quickly and effectively.

We also provide student transportation for the After School Discovery Program and, at times, ABC Daycare. We also currently provide rides for passengers subcontracting for Provide-a-Ride.

From 2015 to 2018 we subcontracted with Country Neighbors. We did not renew our contract with Country Neighbors because of the lack of jobs we were assigned and those jobs were not cost effective to Richmond Transportation.

In March 2016, we started transporting Heath and Employment passengers for Ashtabula County Department of Job & Family Services. We transport a large amount of passengers effectively throughout Ashtabula County as well as other areas throughout Ohio.

3. Specifications

a. Richmond Transportation will charge $3.45 per mile for each trip. The *mileage* will begin at our lot at 5456 Main Avenue, Ashtabula and end when the vehicle returns to the lot.

b. A *round trip ride* is when we leave our lot, pick up the passenger, take him or her to their destination and then return him or her home and return to our lot.

c. A *shared ride* will be divided equally among the passengers. We will take the total mileage and divide it by the number of passengers and bill it as a shared ride.

d. Wait time will be calculated as follows: The first 5 minutes are free and each minute thereafter will be $0.45 a minute not to exceed the guidelines set forth by JFS. If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Ashtabula. This charge is per trip not per passenger.

   Private passenger renting our vehicles for wine hops and other events starts at $60 and up per hour with a three consecutive hour minimum rental. Wait time is included in the hourly rate.

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e. Richmond Transportation has (1) 31 passenger transit bus, (1) 24 passenger transits(1) 15 passenger transit bus (1) 14 passenger transit buses with a wheelchair lift, (5) 14 passenger van, and (10) mini-vans.

f. Trips with multiple passengers will placed in the same vehicles based on appointment times and similar destinations to efficiently provide services without excessive wait times. We will make it a priority to ensure prompt, effective service.

g. Trips will be scheduled accordingly so that the passengers do not wait more than fifteen minutes then stated pick-up and delivery.

h. Last minute requests will be honored to the best of our ability and we will do everything we can to accommodate the passenger. Passengers will be called by the manager to inform him or her of any scheduling changes and late running vehicles. If a passenger has more than 3 no shows, then ACDJFS will be notified and a solution will be worked out to ensure effectiveness.

i. Richmond Transportation, LLC. will coordinate shared-ride trips so that passengers do not have excessive wait times. If weather and traffic conditions are poor, Richmond Transportation, LLC will make the necessary adjustments so that the passengers do not have excessive wait times.

j. All incidents, accidents, and complaints will be reported to ACDJFS within 24 hours of the occurrence or immediately or the next business day. The enclosed forms will be used for reporting purposes to ACDJFS.

C. Geographic Service Areas

Richmond Transportation will provide transportation to all Ashtabula County residents. We will transport passengers to destinations within Ashtabula County as well as outside of Ashtabula County.

D. Organizational Structure

This company was originally started in the spring of 2011 as a sole proprietorship. Then Richmond Transportation, LLC was formed May 22, 2013. The main source of financial support is through revenue generated from other transportation jobs. The sole owner of the company is Lisa M. Richmond.

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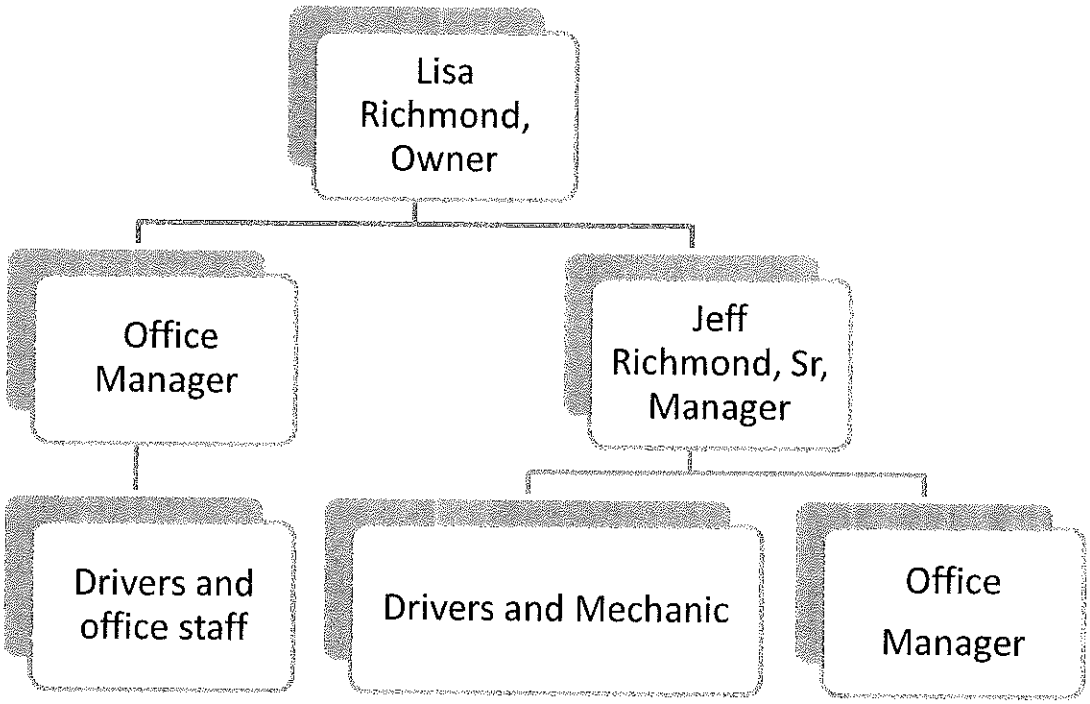
An organizational chart is below.



E. Applicant/Staff Qualifications

Lisa Richmond, Owner, is responsible for scheduling, invoicing, and accounts payable.

Jeff Richmond Sr, Manager, reports to the owner, and is responsible for drivers, vehicles, vehicle maintenance, documentation, and quality assurance.

Office Manager, reports to the owners and works with administrative assistants and drivers to coordinate schedules, drivers, and vehicle assignments. She is also responsible for booking, accounting tasks, and human resources.

Administrative Assistants are responsible for the daily scheduling, driver assignments, trip changes, answering phone calls, and dispatching.

Drivers report to the managers and are responsible for daily pre and post vehicle inspections and as well as transporting passengers in a safe, timely manner.

Mechanics report to the owner and to the manager and is responsible to do regular maintenance on all vehicles and review the pre and post inspection logs and make any necessary repairs.

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The job descriptions are as follows:

Owner:
Responsible for scheduling, invoicing, and accounts payable and receivables

Managers:
Responsible for driver assignments for last minute changes, vehicle documentation, and maintenance and quality assurance

Administrative Assistants:
Responsible for coordinating schedules, making reservations, keeping records and logs, managing accounts receivable and payables. They are also responsible for answering the telephone and assisting clients. They also schedule and assists the owner when needed.

Accountant:
Responsible for payroll and fiscal responsibilities

Drivers:
Provide the transportation for passengers to and from their appointments and assist them when needed. They are responsible to perform a pre and post daily inspection on vehicles and wheelchair lifts and complete the proper documentation as evidence. They are to maintain their vehicle for cleanliness.

Mechanics are responsible to do regular maintenance on all vehicles and review the pre and post inspection logs and make any necessary repairs. They are responsible to order needed supplies and parts and to keep the vehicles and shop clean. They communicate with the drivers to keep all vehicles in good working order.

Our drivers have been with our company for 1 to 10 years and all of our drivers are over 25 years old and have a clean driving record.

All drivers passed the Ohio BCI & I as well as the FBI criminal background check and have no criminal background history and are annually recheck through the Ohio BCI & I and FBI. All drivers are also screened through the Federal Exclusion Screening. OBMV checks are run annually on each driver.

All drivers are CPR and First Aid certified and are certified to operate wheelchair lifts and certified in handling all passengers especially the elderly. Each driver must successfully pass the Defensive Drivers course.

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Published Public Rates—

- 14-passenger shuttle bus with wheelchair lift is $60 per hour with a 3 consecutive hour minimum. $60 per hour is also the rate for wait time.
- Mini Van is $45 per hour with a 3 consecutive hour rate. $36 per hour is also the rate for wait time.
- Local private rides are charge $3.45 a mile with mileage starting and ending at Richmond Transportation, 5456 Main Ave, Ashtabula.

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Exhibit II
(Fee Schedule)

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Richmond Transportation
Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile	$ 3.45	Unit Rate of $3.45 per mile for each trip with mileage beginning at the Base Lot at: 5456 Main Avenue, Ashtabula, Ohio; and, with mileage ending when the vehicle returns to the Base Lot.
Round Trip	$ 3.45	A round trip begins at Base Lot, picks up passenger, takes the passenger to their destination, returns the passenger to their home and returns to the Base Lot.
Wait Time	$ 0.45	Wait time will be calculated as follows: The first 5 minutes are free, and each minute thereafter will be $0.45 a minute not to exceed 480 minutes (8 hours) per trip. If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Ashtabula. This charge is per trip not per passenger.
Shared Rides	NA	A Shared Ride will be divided equally among the passengers. Total Mileage ÷ Number of Passengers = Cost per Passenger per Trip.

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **RICHMOND TRANSPORTATION**
Date: **8/16/2024 3:14:25 PM**

This search produced the following list of **17** possible matches:

Name/Organization	Address
African Refugee Educational and Cultural Services	3800 Sullivant Avenue
Aldrich, Thomas	185 N. Chestnut St.
Clarich, David	1178 E. Aurora Road
Frick, David	
Friedrich, Cindy	1/2 104 Wood Street
Helping Africans in a New Direction	6084 Busch Blvd. #4
Horn of Africa	4174 Christy Bloom Drive
Price, Jennifer	3156 Josephine St. NW
Price, Scott	16098 #25 State Route 235
Rice, John	
Richardson, Robert	C/O Jeffrey Hunter, ESQ
Richey, Nelda	522 Laura Dr.
Ricketts, Mark	335 Willow Road
Somali American Youth	5732 Pine Tree St. W Apt. G
Somali Development Agency/Americom	4312 Westport Road
Strickler, Ryan	
Strickling, Vivian	11755 Norbourne Dr., Apt. 1001

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **$5,000.00**, and free from any previous encumbrances.

Agreement Title: An **Employment Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Richmond Transportation**.

DocuSigned by:

181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/12/2024

Docusign Envelope ID: 5B4211F4-8BD3-46CD-8A36-B334443D85C5

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 25-3008-HRT

This contract made and entered into on the **1st** day of **October 2024** by and between the **Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body** (hereinafter referred to as ACJFS), and **Richmond Transportation** located at: **5456 Main Avenue, Ashtabula, Ohio 44004 (business mailing address: 2423 Deerfield Drive, Ashtabula, Ohio 44004)**, and whose phone number is: **440-998-0080 or 440-964-9403**, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Title XIX of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service**: Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal and the Provider's Proposal).

2. **Purpose**: ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.

3. **Contract Period**: This contract will be effective from **October 1, 2024,** through **September 30, 2025,** inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.

4. **Availability of Funds**: Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
   $ 750,000.00

5. **Cost and Delivery of Purchased Services**: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.

6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **Title XX transportation, Non-emergency Transportation (NET), Pregnancy Related Services Transportation (PRS).** Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case-by-case basis by ACJFS.

7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have

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priority over all others when ACJFS has authorized the purchase of service.

8. **Fees**: No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.

9. **No Show Fees:** A Provider cannot charge "no show" fees due to state Medicaid payment rules that do not allow billing for services not rendered.

10. **Payment for Purchased Service**: Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.

The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

Federal Award Project Description: FFY 2025 Transportation

Name of Federal Awarding Agency: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

Federal Award Identification Number (FAIN): Not available at this time

Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2024

Is the Award Research and Development: No

Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

11. **Invoice Format**: Provider's invoice will consist of:

(1) A one-page summary invoice signed by an authorized representative and will include:
- Contract number
- Service month and year
- Provider's name, address, telephone number and billing contact person's name
- Total amount invoiced for the month

(2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
- ACJFS program to be charged

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- Date of trip
- Client last name
- Client first name
- Client pickup address
- Client destination address
- Stop(s) address(es)
- PCA (personal care assistant) name(s) or indication if person is a PCA
- Total trip mileage
- Mileage rate
- Number of one-way trips per passenger
- Wait start & stop times
- Total wait minutes being charged
- Wait time rate
- Indication if trip is a lift
- Total trip charge
- Indication of whether trip was shared with other ACJFS client (to split cost of trip)
- Driver's name
- Report no-shows and cancellations as that could affect the eligibility of the client.

12. **Splitting the Cost of Trips**: Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

13. **Duplicate Billing**: Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.

14. **Amendment of Contract**: This contract may be amended at any time by a written amendment signed by both parties.

15. **Termination**:
    a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.

    b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.

    c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.

    d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.

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16. **Subcontracting**: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.

17. **Independent Contractors**: Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.

18. **Vehicle Maintenance and Inspection**: The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.

19. **Background Checks:** The Provider agrees to provide copies of background checks, driver's license, and a certified driving history from the Bureau of Motor Vehicles of the Ohio Dept. of Public Safety, for all employees that provide direct services to transportation participants, to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire.

20. **Incident and Accident Reports**: Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.

21. **On Time Performance**: The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.

22. **Complaint Procedure**: Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.

23. **Communication**: Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e., two-way radio, cellular phone.

24. **Financial Records**: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.

25. **Responsibility for Audit Exceptions**: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.

26. **Availability and Retention of Records**: All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries

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submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the 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 years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.

27. **Confidentiality**: Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub, or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

28. **Civil Rights**: ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The 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 and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (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 sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. **Indemnity and Insurance**:

    a. Indemnity: Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

    b. Insurance: Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

    Minimum coverage for General Liability in the amount of $1,000,000.00 each occurrence and Automobile Liability $1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. **Monitoring and Evaluation**: ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular

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intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.

31. **Accessibility of Program to the Public**: ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

32. **Accessibility to the Handicapped**: Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

33. **Maintenance of Service**: The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.

34. **Referral**: ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. **Equal Employment Opportunity**: The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

36. **Patent Rights, Copyrights and Rights in Data**: All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.

37. **Clean Air**: For contracts exceeding $100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.

38. **Debarment**: The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding $100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

39. **Lobbying**: The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding $100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.

40. **Licensing**: The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.

41. **Americans with Disabilities Act**: The Provider agrees to comply with the Americans with Disabilities Act of 1990.

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42. **Child Support Enforcement**: Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.

44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.

45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.

46. **Accreditation and Compliance with Tax, License and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.

47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

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Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:

DocuSigned by:

FB74060D0EAC4B8...

Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

9/6/2024
Date

Signed by:

AFC75564B1C94A9...

Richmond Transportation

9/6/2024
Date

Signed by:

72C9CAC40F3D4A8...

DocuSigned by:

3E6154CBF4DA44C...

9/12/2024
Date

DocuSigned by:

8CC3D2025A6D44F...

Ashtabula County Board of Commissioners

Approved as to Legal Form Only:

Colleen M. O'Toole
Ashtabula County Prosecutor

9/4/24
Date

Matrix Matter No. 2024-CON-0164
Reviewed by Matthew J. Hebebrand, Esq.

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Exhibit I

Docusign Envelope ID: 5B4211F4-8BD3-46CD-8A36-B334443D85C5

Request for Proposals

For

Transportation Services

Health Related Transportation

Employment Related Transportation

Issued by:

The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004

Issue Date:

June 14, 2024

RFP Number:

ACJFS RFP #4-24

Docusign Envelope ID: 5B4211F4-8BD3-46CD-8A36-B334443D85C5

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data
For the period of 10-1-22 to 9-30-23, 44,367 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.

2. Reject any or all proposals, or any part thereof without cause.

3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.

4. Not select any applicant should ACJFS decide not to proceed.

5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	**Date: 6-14-24**
Question Period Begins	**Date: 6-14-24**
Pre-Proposal Conference	**Date: 6-24-24 @ 10:00 a.m.**
Question Period Ends	**Date: 6-24-24 @ 4:00 p.m.**
Proposals Due to Ashtabula County Board of Commissioners	**Date: 7-11-24 @ 2:30 p.m.**
Agreement Effective Date	**Date: 10-1-24**

Pre-Proposal Conference:

A pre-proposal conference will be held on June **24, 2024,** at **10:00 a.m.** at ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email by **4:00 p.m. on 6-24-24 to:**

ATTN: Renee Dragon, Program Evaluator
Email: RENEE.DRAGON@jfs.ohio.gov

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners
Attention Lisa Hawkins
25 West Jefferson Street
Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-11-24, and clearly marked with the applicant's name, address, and RFP number:

ACJFS RFP #4-24

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III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
   a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
   b. non-discrimination laws in the provision of services.
   c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
   d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

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3. All vehicles shall:
    a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
    b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
    c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.
4. Vehicles equipped for transporting participants remaining in wheelchairs shall:
    a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used.
    b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:
All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:
The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:
From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:
To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

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Section 1 - Application Information (Attachment A):
Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:
Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding, and identifying each required document).

A. Financial Statement Requirement: (with master copy only)
   1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

-or-

   2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

   In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

B. Articles of Incorporation
C. Proof of Liability Insurance/Other Required Insurance
D. Equal Employment Opportunity - Affirmative Action Plan
E. Professional or Operating licenses
F. Documents used for Monitoring
G. Employee Training Program description
H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
K. Affidavit of Non-Collusion
L. Non-Discrimination Agreement O.R.C. 153.59
M. Representations, Assurances, and Certifications document
N. Certification Regarding Lobbying
O. OMB Circular 2 CFR 200 Audit Certification Form
P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:
The Program Planning and Development section must include the following information:
A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
B. Provide a summary of service and description for each of these areas:
   1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
   2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
   3. Specifications:
      (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

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(b). Define a round trip ride.
(c). Describe the method of charging a "shared" trip.
(d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
(e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
(f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
(g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles, and "no-shows".
(h). Assure that ninety percent (90%) of shared-ride trips take no more than 60 minutes than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
(i). Report all incidents, accidents, or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during

C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):
An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:
1. A unit of service is equal to one mile.
2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:
The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

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Stage 1 Review:

"Qualified" proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed "Non-Qualified" and will not be considered.

2. Completeness of Submission - proposal submission must include:
    a. Required number of copies: 1 master and 3 copies (4 total)
    b. Section 1 Applicant Information Page (Attachment A)
    c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
    d. Section 3 Program Planning & Development
    e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed "Non - Qualified" and will not be reviewed in stage 2.

Stage 2 Review:

All "Qualified" proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
    - *A.* Applicant's program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
    - *B.1* Ability to adequately service clients according to hours of operation as stated in RFP.
    - *B.2* Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
    - Applicant has thoroughly defined the method of charging for trips.
    - The Applicant has sufficient vehicle capacity to meet the needs of the program.
    - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
    - *C.* Applicant is able to meet the geographical needs of the service area.
    - *D. & E.* organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
    - The budget effectively defines the unit rate.
    - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

- Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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Acceptance and Rejection of Proposals:
The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:
(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.
(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.
(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:
The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:
The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:
ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:
The agreement has a tentative effective date of **10-1-24 through 9-30-25**.

Invoicing:
Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:
ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

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See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:
The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:
Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:
Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds $100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

Patent or Copyright Liabilities:
The Provider will protect, defend, and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:
ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

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Appendix I

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Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. **Seating:**
   a. All seats must be securely fastened to the floor.
   b. No broken tubing or protruding pieces of metal should be around seats.

2. **Defrosters & Heaters:**
   a. Must operate as designed.
   b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
   c. Hoses must not have cracks or leaks and must otherwise be in good condition.
   d. Fan guards must be metal or plastic.

3. **Windshield Wipers & Washers:**
   a. Must operate as designed.
   b. Wiper blades in the vehicle operator's field of vision must be clean.
   c. Wiper blades must not be brittle or badly worn.

4. **Vehicle Floor:**
   a. Must be metal.
   b. Must be intact without holes.

5. **Mirrors:**
   a. Must have a least one rear view interior mirror that is properly secured and in proper placement.
   b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
   c. Prismatic lens must be properly installed.
   d. All mirrors must enable operators to see a clean image (i.e., without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. **Emergency Equipment:**
   a. The red reflectors must be stored in the vehicle.
   b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b., c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
   c. The vehicle must be equipped with a first aid kit.

7. **Brakes:**
   a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
   b. Tail exhaust pipes are properly secured to prevent dropping on the break line.
   c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
   d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
   e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
   f. All moisture ejection valves must be free of leaks and in proper working order.

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8. **Emergency Brakes:**
    a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
    b. If the emergency brake is located on the drive shaft, the brakes shall:
        i. Hold the vehicle in parked position;
        ii. Be properly mounted, and;
        iii. Have cables that are properly lubricated and not hazardously worn.

9. **Steering Gear:**
    a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
    b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
    c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
    d. Tie rod ends must function properly.
    e. Tires must not rub any chassis or body component in any position.

10. **Horn:** Must operate as designed.

11. **Windshield & Windows:**
    a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
    b. Plexiglass will not be used to replace safety glass.

12. **Emergency Door:**
    Applicable to Bus Type Vehicles
    a. The door must be able to open to its maximum width without catching or binding.
    b. All handles must be permanently installed.
    c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
    d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
    e. The door must be free of temporary or permanent obstructions.
    f. No padlocks or other added security devises are to be used to secure the door while the vehicle is in motion.

13. **Springs & Shocks:**
    a. Must be intact.
    b. Must be properly mounted.
    c.

14. **Tires:**
    a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
    b. Retread tires should not be located on the steering axle.
    c. Must be free of irregular wear, cuts, bruises, and breaks.
    d. Must be balanced and in proper alignment.
    e. All lugs must be present and fitted tightly on tires.
    f. All tread types must match mated tires.

15. **Exhaust System**:
    a. Must be intact and operating as designed.
    b. All pipe and muffler joints must be properly welded or clamped.
    c. Exhaust manifolds must be free of cracks and missing bolts.

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16. Lights:

a. Must operate as designed.
b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

a. Condition must be intact.
b. Must be free of broken parts that can cause injury.

18. Gas Tank:

a. Must be free of rust, damage, or leaks.
b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

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Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

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ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION

AGENCY / ORGANIZATION NAME: RICHMOND TRANSPORTATION, LLC

ADDRESS: 5456 Main Ave, Ashtabula, Ohio 44004

PHONE: 440-998-0080 FAX: 440-998-6667

SERVICE SITE (if different than above): _____

ADDRESS: _____

PHONE: _____ FAX: _____

FEDERAL TAX I.D. NUMBER: 46-2892223

EXECUTIVE DIRECTOR/DIRECTOR: LISA RICHMOND

PROGRAM COORDINATOR: Same EMAIL: lisarichmond50@gmail.com

FISCAL CONTACT: Same EMAIL: _____

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: LISA RICHMOND SIGNATURE: Lisa M. Richmond
(Note: original signature must be in blue ink)

TITLE: Owner DATE: 7/10/24

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Section 3
Program Planning and Development

Docusign Envelope ID: 5B4211F4-8BD3-46CD-8A36-B334443D85C5

Richmond Transportation, LLC
2423 Deerfield Drive
Ashtabula, OH 44004
RPF#4-24

Section 3

A. Program Planning and Development

Richmond Transportation program planning and development will meet all requirements of requested by the Ashtabula County Department of Job & Family Services to provide health related and employment related transportation services to Ashtabula County residents. We will cover all of Ashtabula County and surrounding counties, as needed. We will provide safe, courteous, and reliable transportation to passengers and they will receive top priority from our company.

Richmond Transportation complies with all federal, state, and local laws as well non-discrimination laws, federal, wage, and hour laws, and workers' compensation laws. We also follow the Equal Employment Opportunity –Affirmative Action plan, and comply with the Drug Free Work Place Act as well as the Ohio Administrative Code of Employee Ethics.

All drivers are fingerprinted and all drivers passed the Ohio BCI & I as well as the FBI criminal background check as well as the Federal Exclusion Screening and have no criminal background history. OBMV checks are run annually on each driver. Our drivers also have been trained in hands-on transfer techniques, looking for signs of difficulty, wheelchair lift procedures, CPR, and first aid.

B. Summary of Services

1. Richmond Transportation's office is open Monday through Friday from 8:00 am to 4:30pm. Transportation will be provided Monday through Friday from 4:30am until 8:00 pm and Saturday's from 4:00am until 4:30pm. No transportation services will be provided on Sunday's. Telephone calls and appointment scheduling will be taken Monday through Friday from 8:00 am to 4:30pm. Our answering system will be active 7 days a week, 24 hours a day.

2. Since June 2012, we have transported yO! students from their homes to classes. We have been able to get the students to and from class safely and promptly. Our staff has a good rapport with all passengers and genuinely cares about each individual.

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During the summer starting in 2012, we have transported students under the TANF grant. The number of students that were transported increased dramatically from the summer of 2012. We were able to transport the students safely and promptly as well accommodate last minute schedule changes quickly and effectively.

We also provide student transportation for the After School Discovery Program and, at times, ABC Daycare. We also currently provide rides for passengers subcontracting for Provide-a-Ride.

From 2015 to 2018 we subcontracted with Country Neighbors. We did not renew our contract with Country Neighbors because of the lack of jobs we were assigned and those jobs were not cost effective to Richmond Transportation.

In March 2016, we started transporting Heath and Employment passengers for Ashtabula County Department of Job & Family Services. We transport a large amount of passengers effectively throughout Ashtabula County as well as other areas throughout Ohio.

3. Specifications

a. Richmond Transportation will charge $3.45 per mile for each trip. The *mileage* will begin at our lot at 5456 Main Avenue, Ashtabula and end when the vehicle returns to the lot.

b. A *round trip ride* is when we leave our lot, pick up the passenger, take him or her to their destination and then return him or her home and return to our lot.

c. A *shared ride* will be divided equally among the passengers. We will take the total mileage and divide it by the number of passengers and bill it as a shared ride.

d. Wait time will be calculated as follows: The first 5 minutes are free and each minute thereafter will be $0.45 a minute not to exceed the guidelines set forth by JFS. If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Ashtabula. This charge is per trip not per passenger.

   Private passenger renting our vehicles for wine hops and other events starts at $60 and up per hour with a three consecutive hour minimum rental. Wait time is included in the hourly rate.

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e. Richmond Transportation has (1) 31 passenger transit bus, (1) 24 passenger transits(1) 15 passenger transit bus (1) 14 passenger transit buses with a wheelchair lift, (5) 14 passenger van, and (10) mini-vans.

f. Trips with multiple passengers will placed in the same vehicles based on appointment times and similar destinations to efficiently provide services without excessive wait times. We will make it a priority to ensure prompt, effective service.

g. Trips will be scheduled accordingly so that the passengers do not wait more than fifteen minutes then stated pick-up and delivery.

h. Last minute requests will be honored to the best of our ability and we will do everything we can to accommodate the passenger. Passengers will be called by the manager to inform him or her of any scheduling changes and late running vehicles. If a passenger has more than 3 no shows, then ACDJFS will be notified and a solution will be worked out to ensure effectiveness.

i. Richmond Transportation, LLC. will coordinate shared-ride trips so that passengers do not have excessive wait times. If weather and traffic conditions are poor, Richmond Transportation, LLC will make the necessary adjustments so that the passengers do not have excessive wait times.

j. All incidents, accidents, and complaints will be reported to ACDJFS within 24 hours of the occurrence or immediately or the next business day. The enclosed forms will be used for reporting purposes to ACDJFS.

C. Geographic Service Areas

Richmond Transportation will provide transportation to all Ashtabula County residents. We will transport passengers to destinations within Ashtabula County as well as outside of Ashtabula County.

D. Organizational Structure

This company was originally started in the spring of 2011 as a sole proprietorship. Then Richmond Transportation, LLC was formed May 22, 2013. The main source of financial support is through revenue generated from other transportation jobs. The sole owner of the company is Lisa M. Richmond.

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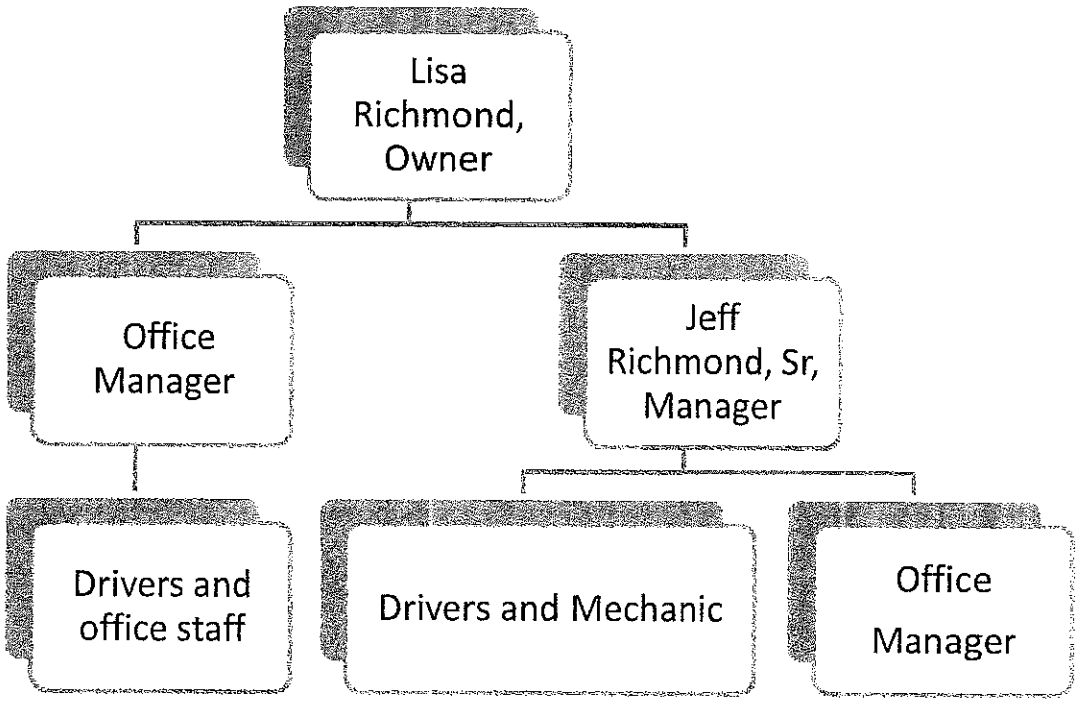
An organizational chart is below.



E. Applicant/Staff Qualifications

Lisa Richmond, Owner, is responsible for scheduling, invoicing, and accounts payable.

Jeff Richmond Sr, Manager, reports to the owner, and is responsible for drivers, vehicles, vehicle maintenance, documentation, and quality assurance.

Office Manager, reports to the owners and works with administrative assistants and drivers to coordinate schedules, drivers, and vehicle assignments. She is also responsible for booking, accounting tasks, and human resources.

Administrative Assistants are responsible for the daily scheduling, driver assignments, trip changes, answering phone calls, and dispatching.

Drivers report to the managers and are responsible for daily pre and post vehicle inspections and as well as transporting passengers in a safe, timely manner.

Mechanics report to the owner and to the manager and is responsible to do regular maintenance on all vehicles and review the pre and post inspection logs and make any necessary repairs.

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The job descriptions are as follows:

Owner:
Responsible for scheduling, invoicing, and accounts payable and receivables

Managers:
Responsible for driver assignments for last minute changes, vehicle documentation, and maintenance and quality assurance

Administrative Assistants:
Responsible for coordinating schedules, making reservations, keeping records and logs, managing accounts receivable and payables. They are also responsible for answering the telephone and assisting clients. They also schedule and assists the owner when needed.

Accountant:
Responsible for payroll and fiscal responsibilities

Drivers:
Provide the transportation for passengers to and from their appointments and assist them when needed. They are responsible to perform a pre and post daily inspection on vehicles and wheelchair lifts and complete the proper documentation as evidence. They are to maintain their vehicle for cleanliness.

Mechanics are responsible to do regular maintenance on all vehicles and review the pre and post inspection logs and make any necessary repairs. They are responsible to order needed supplies and parts and to keep the vehicles and shop clean. They communicate with the drivers to keep all vehicles in good working order.

Our drivers have been with our company for 1 to 10 years and all of our drivers are over 25 years old and have a clean driving record.

All drivers passed the Ohio BCI & I as well as the FBI criminal background check and have no criminal background history and are annually recheck through the Ohio BCI & I and FBI. All drivers are also screened through the Federal Exclusion Screening. OBMV checks are run annually on each driver.

All drivers are CPR and First Aid certified and are certified to operate wheelchair lifts and certified in handling all passengers especially the elderly. Each driver must successfully pass the Defensive Drivers course.

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Published Public Rates—

- 14-passenger shuttle bus with wheelchair lift is $60 per hour with a 3 consecutive hour minimum. $60 per hour is also the rate for wait time.
- Mini Van is $45 per hour with a 3 consecutive hour rate. $36 per hour is also the rate for wait time.
- Local private rides are charge $3.45 a mile with mileage starting and ending at Richmond Transportation, 5456 Main Ave, Ashtabula.

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Exhibit II
(Fee Schedule)

Docusign Envelope ID: 5B4211F4-8BD3-46CD-8A36-B334443D85C5

Richmond Transportation
Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile	$ 3.45	Unit Rate of $3.45 per mile for each trip with mileage beginning at the Base Lot at: 5456 Main Avenue, Ashtabula, Ohio; and, with mileage ending when the vehicle returns to the Base Lot.
Round Trip	$ 3.45	A round trip begins at Base Lot, picks up passenger, takes the passenger to their destination, returns the passenger to their home and returns to the Base Lot.
Wait Time	$ 0.45	Wait time will be calculated as follows: The first 5 minutes are free, and each minute thereafter will be $0.45 a minute not to exceed 480 minutes (8 hours) per trip. If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Ashtabula. This charge is per trip not per passenger.
Shared Rides	NA	A Shared Ride will be divided equally among the passengers. Total Mileage ÷ Number of Passengers = Cost per Passenger per Trip.

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **RICHMOND TRANSPORTATION**
Date: **8/16/2024 3:14:25 PM**

This search produced the following list of **17** possible matches:

Name/Organization	Address
African Refugee Educational and Cultural Services	3800 Sullivant Avenue
Aldrich, Thomas	185 N. Chestnut St.
Clarich, David	1178 E. Aurora Road
Frick, David	
Friedrich, Cindy	1/2 104 Wood Street
Helping Africans in a New Direction	6084 Busch Blvd. #4
Horn of Africa	4174 Christy Bloom Drive
Price, Jennifer	3156 Josephine St. NW
Price, Scott	16098 #25 State Route 235
Rice, John	
Richardson, Robert	C/O Jeffrey Hunter, ESQ
Richey, Nelda	522 Laura Dr.
Ricketts, Mark	335 Willow Road
Somali American Youth	5732 Pine Tree St. W Apt. G
Somali Development Agency/Americom	4312 Westport Road
Strickler, Ryan	
Strickling, Vivian	11755 Norbourne Dr., Apt. 1001

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **$187,500.00**, and free from any previous encumbrances.

Agreement Title: A **Health Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Richmond Transportation**.

DocuSigned by:

181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/12/2024

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PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 25-3009-ERT

This contract made and entered into on the **1st** day of **October 2024** by and between the **Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body** (hereinafter referred to as ACJFS), and **Sunset Transportation & Rentals, LLC** located at: **4690 Lake Road East, Geneva, Ohio 44041 (business mailing address: 4519 East Maple Road, Geneva, Ohio 44041)**, and whose phone number is: **440-361-4013 or 440-855-5314**, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service**: Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal and the Provider's Proposal).

2. **Purpose**: ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.

3. **Contract Period**: This contract will be effective from **October 1, 2024,** through **September 30, 2025** inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.

4. **Availability of Funds**: Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
   $ 20,000.00

5. **Cost and Delivery of Purchased Services**: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.

6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **OWF, SNAP ET/ABAWD, SNAP ET, LEAP, PRC**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case-by-case basis by ACJFS.

7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use

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transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees**: No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.

9. **No Show Fees:** A Provider cannot charge "no show" fees due to state Medicaid payment rules that do not allow billing for services not rendered.

10. **Payment for Purchased Service**: Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.

The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

Federal Award Project Description: FFY 2025 Transportation

Name of Federal Awarding Agency: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

Federal Award Identification Number (FAIN): Not available at this time

Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2024

Is the Award Research and Development: No

Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

11. **Invoice Format**: Provider's invoice will consist of:

(1) A one-page summary invoice signed by an authorized representative and will include:
- Contract number
- Service month and year
- Provider's name, address, telephone number and billing contact person's name
- Total amount invoiced for the month

(2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the

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spreadsheet and the following information for each trip:
- ACJFS program to be charged
- Date of trip
- Client last name
- Client first name
- Client pickup address
- Client destination address
- Stop(s) address(es)
- PCA (personal care assistant) name(s) or indication if person is a PCA
- Total trip mileage
- Mileage rate
- Number of one-way trips per passenger
- Wait start & stop times
- Total wait minutes being charged
- Wait time rate
- Indication if trip is a lift
- Total trip charge
- Indication of whether trip was shared with other ACJFS client (to split cost of trip)
- Driver's name
- Report no-shows and cancellations as that could affect the eligibility of the client.

12. **Splitting the Cost of Trips**: Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

13. **Duplicate Billing**: Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.

14. **Amendment of Contract**: This contract may be amended at any time by a written amendment signed by both parties.

15. **Termination**:
    a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.

    b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.

    c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.

    d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available,

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or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.

16. **Subcontracting**: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.

17. **Independent Contractors**: Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.

18. **Vehicle Maintenance and Inspection**: The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.

19. **Background Checks:** The Provider agrees to provide background checks of all employees that provide direct services to transportation participants and provide copies of the background checks to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire background checks.

20. **Incident and Accident Reports**: Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.

21. **On Time Performance**: The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.

22. **Complaint Procedure**: Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.

23. **Communication**: Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e., two-way radio, cellular phone.

24. **Financial Records**: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.

25. **Responsibility for Audit Exceptions**: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.

26. **Availability and Retention of Records**: All records relating to costs, work performed and supporting

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documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the 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 years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.

27. **Confidentiality**: Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub, or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

28. **Civil Rights**: ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The 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 and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (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 sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. **Indemnity and Insurance**:

    a. Indemnity: Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

    b. Insurance: Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

    Minimum coverage for General Liability in the amount of $1,000,000.00 each occurrence and Automobile Liability $1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. **Monitoring and Evaluation**: ACJFS and the Provider will monitor the manner in which the terms of

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the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.

31. **Accessibility of Program to the Public**: ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

32. **Accessibility to the Handicapped**: Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

33. **Maintenance of Service**: The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.

34. **Referral**: ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. **Equal Employment Opportunity**: The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

36. **Patent Rights, Copyrights and Rights in Data**: All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.

37. **Clean Air**: For contracts exceeding $100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.

38. **Debarment**: The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding $100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

39. **Lobbying**: The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding $100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.

40. **Licensing**: The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.

41. **Americans with Disabilities Act**: The Provider agrees to comply with the Americans with

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Disabilities Act of 1990.

42. **Child Support Enforcement**: Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.

44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.

45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.

46. **Accreditation and Compliance with Tax, License and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.

47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

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Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:

DocuSigned by:

FB74060D0EAC4B8...

Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

9/6/2024
Date

DocuSigned by:

2C8F8A8517744C4...

Sunset Transportation & Rentals, LLC

9/7/2024
Date

Signed by:

72C9CAC40E3D4A8...

DocuSigned by:

3E6154CBF4DA44C...

9/9/2024
Date

DocuSigned by:

8CC3D2025A6D44F...

Ashtabula County Board of Commissioners

Approved as to Legal Form Only:

Colleen M. O'Toole
Ashtabula County Prosecutor

9/04/24
Date

Matrix Matter No. 2024-CON-0167
Reviewed by Matthew J. Hebebrand, Esq.

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Exhibit I

Docusign Envelope ID: E3C8E32E-852C-4BBB-A68A-4407873ED7BA

Request for Proposals

For

Transportation Services

Health Related Transportation

Employment Related Transportation

Issued by:

The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004

Issue Date:

June 14, 2024

RFP Number:

ACJFS RFP #4-24

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-22 to 9-30-23, 44,367 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.

2. Reject any or all proposals, or any part thereof without cause.

3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.

4. Not select any applicant should ACJFS decide not to proceed.

5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	**Date: 6-14-24**
Question Period Begins	**Date: 6-14-24**
Pre-Proposal Conference	**Date: 6-24-24 @ 10:00 a.m.**
Question Period Ends	**Date: 6-24-24 @ 4:00 p.m.**
Proposals Due to Ashtabula County Board of Commissioners	**Date: 7-11-24 @ 2:30 p.m.**
Agreement Effective Date	**Date: 10-1-24**

Pre-Proposal Conference:

A pre-proposal conference will be held on June **24, 2024,** at **10:00 a.m.** at ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email by **4:00 p.m. on 6-24-24 to:**

ATTN: Renee Dragon, Program Evaluator
Email: RENEE.DRAGON@jfs.ohio.gov

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners
Attention Lisa Hawkins
25 West Jefferson Street
Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-11-24, and clearly marked with the applicant's name, address, and RFP number:

ACJFS RFP #4-24

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III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
   a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
   b. non-discrimination laws in the provision of services.
   c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
   d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

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3. All vehicles shall:
    a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
    b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
    c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.
4. Vehicles equipped for transporting participants remaining in wheelchairs shall:
    a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used.
    b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:
All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:
The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:
From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:
To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

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Section 1 - Application Information (Attachment A):
Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:
Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding, and identifying each required document).

A. Financial Statement Requirement: (with master copy only)
   1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

-or-

   2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

   In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

B. Articles of Incorporation
C. Proof of Liability Insurance/Other Required Insurance
D. Equal Employment Opportunity - Affirmative Action Plan
E. Professional or Operating licenses
F. Documents used for Monitoring
G. Employee Training Program description
H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
K. Affidavit of Non-Collusion
L. Non-Discrimination Agreement O.R.C. 153.59
M. Representations, Assurances, and Certifications document
N. Certification Regarding Lobbying
O. OMB Circular 2 CFR 200 Audit Certification Form
P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:
The Program Planning and Development section must include the following information:
A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
B. Provide a summary of service and description for each of these areas:
   1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
   2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
   3. Specifications:
      (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

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(b). Define a round trip ride.
(c). Describe the method of charging a "shared" trip.
(d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
(e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
(f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
(g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles, and "no-shows".
(h). Assure that ninety percent (90%) of shared-ride trips take no more than 60 minutes than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
(i). Report all incidents, accidents, or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during

C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):
An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:
1. A unit of service is equal to one mile.
2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:
The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

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Stage 1 Review:
"Qualified" proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed "Non-Qualified" and will not be considered.

2. Completeness of Submission - proposal submission must include:
    a. Required number of copies: 1 master and 3 copies (4 total)
    b. Section 1 Applicant Information Page (Attachment A)
    c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
    d. Section 3 Program Planning & Development
    e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed "Non - Qualified" and will not be reviewed in stage 2.

Stage 2 Review:
All "Qualified" proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
    - *A.* Applicant's program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
    - *B.1* Ability to adequately service clients according to hours of operation as stated in RFP.
    - *B.2* Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
    - Applicant has thoroughly defined the method of charging for trips.
    - The Applicant has sufficient vehicle capacity to meet the needs of the program.
    - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
    - *C.* Applicant is able to meet the geographical needs of the service area.
    - *D. & E.* organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
    - The budget effectively defines the unit rate.
    - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

- Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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Acceptance and Rejection of Proposals:
The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:
(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.
(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.
(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:
The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:
The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:
ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:
The agreement has a tentative effective date of **10-1-24 through 9-30-25**.

Invoicing:
Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:
ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

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See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:
The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:
Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:
Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds $100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

Patent or Copyright Liabilities:
The Provider will protect, defend, and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:
ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

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Appendix I

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Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. **Seating:**
   a. All seats must be securely fastened to the floor.
   b. No broken tubing or protruding pieces of metal should be around seats.

2. **Defrosters & Heaters:**
   a. Must operate as designed.
   b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
   c. Hoses must not have cracks or leaks and must otherwise be in good condition.
   d. Fan guards must be metal or plastic.

3. **Windshield Wipers & Washers:**
   a. Must operate as designed.
   b. Wiper blades in the vehicle operator's field of vision must be clean.
   c. Wiper blades must not be brittle or badly worn.

4. **Vehicle Floor:**
   a. Must be metal.
   b. Must be intact without holes.

5. **Mirrors:**
   a. Must have a least one rear view interior mirror that is properly secured and in proper placement.
   b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
   c. Prismatic lens must be properly installed.
   d. All mirrors must enable operators to see a clean image (i.e., without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. **Emergency Equipment:**
   a. The red reflectors must be stored in the vehicle.
   b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b., c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
   c. The vehicle must be equipped with a first aid kit.

7. **Brakes:**
   a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
   b. Tail exhaust pipes are properly secured to prevent dropping on the break line.
   c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
   d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
   e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
   f. All moisture ejection valves must be free of leaks and in proper working order.

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8. **Emergency Brakes:**
    a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
    b. If the emergency brake is located on the drive shaft, the brakes shall:
        i. Hold the vehicle in parked position;
        ii. Be properly mounted, and;
        iii. Have cables that are properly lubricated and not hazardously worn.

9. **Steering Gear:**
    a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
    b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
    c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
    d. Tie rod ends must function properly.
    e. Tires must not rub any chassis or body component in any position.

10. **Horn:** Must operate as designed.

11. **Windshield & Windows:**
    a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
    b. Plexiglass will not be used to replace safety glass.

12. **Emergency Door:**
    Applicable to Bus Type Vehicles
    a. The door must be able to open to its maximum width without catching or binding.
    b. All handles must be permanently installed.
    c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
    d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
    e. The door must be free of temporary or permanent obstructions.
    f. No padlocks or other added security devises are to be used to secure the door while the vehicle is in motion.

13. **Springs & Shocks:**
    a. Must be intact.
    b. Must be properly mounted.
    c.

14. **Tires:**
    a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
    b. Retread tires should not be located on the steering axle.
    c. Must be free of irregular wear, cuts, bruises, and breaks.
    d. Must be balanced and in proper alignment.
    e. All lugs must be present and fitted tightly on tires.
    f. All tread types must match mated tires.

15. **Exhaust System**:
    a. Must be intact and operating as designed.
    b. All pipe and muffler joints must be properly welded or clamped.
    c. Exhaust manifolds must be free of cracks and missing bolts.

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16. Lights:

a. Must operate as designed.
b. Must meet ORC and OAC requirements for vehicle lighting.

17. The Vehicle Body:

a. Condition must be intact.
b. Must be free of broken parts that can cause injury.

18. Gas Tank:

a. Must be free of rust, damage, or leaks.
b. Must be securely mounted.

19. Seating Area & Aisle: Must be free of debris.

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Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

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ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION

AGENCY / ORGANIZATION NAME: Sunset Transportation

ADDRESS: 4519 E. Maple Rd. Geneva, OH 44041

PHONE: 440-855-5314 FAX: --

SERVICE SITE (if different than above): 4690 Lake Rd East

ADDRESS: Geneva, OH 44041

PHONE: 440-361-4013 FAX: --

FEDERAL TAX I.D. NUMBER: 83-0994396

EXECUTIVE DIRECTOR/DIRECTOR: David McGrath

PROGRAM COORDINATOR: Amy Blake EMAIL: amyblake@sunsettaxis.com

FISCAL CONTACT: Amy Blake EMAIL: amyblake@sunsettaxis.com

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: David McGrath SIGNATURE: X David McGrath

(Note: original signature must be in blue ink)

TITLE: President DATE: 7/3/2024

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Section 3
Program Planning and Development

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Sunset Transportation
Employment Related & Health Related Transportation
RFP #4-24

Section 3
Program Planning and Development

A. Program Description

Sunset Transportation has been committed to providing private transportation, tours, and shuttle services to residents of Ashtabula County and surrounding areas since 2013. It is a top priority that Sunset Transportation's program planning and development meets all the requirements requested by Ashtabula County Job & Family Services' (ACJFS) commitment to providing health and employment related transportation services. Sunset Transportation operates the business in compliance with all applicable federal, state and local laws, and complies with: non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of all individuals and in the provisions of services. Sunset Transportation complies with all federal, state and local laws, rules, and executive orders and other legal requirements as they apply to transportation.

Sunset Transportation is committed to providing transportation to those who are pre-approved by ACJFS with safe, timely and well-mannered service. It is our priority to make sure all customers are treated with respect and equality. Sunset Transportation does not discriminate on the basis of race, color, religion, gender, age, national origin, disability, marital status, sexual orientation or military status, in any of its operations. Sunset Transportation complies with the Equal Employment Opportunity Affirmative Action plan, as well as the Drug Free Workplace Act. Sunset Transportation takes responsibility to be aware of and maintain all required license and certifications necessary to provide service to pre-approved customers of ACJFS eligible programs. All utilized vehicles have insurance in compliance with Ohio's financial liability law requirement. A copy of the certificate of insurance and vehicle registration is maintained in each vehicle. All vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the Ohio Revised Code for motor vehicles.

All drivers that are employed and/or contracted with Sunset Transportation have a valid Ohio motor vehicle operator's license, and a license appropriate to each vehicle when necessary. Drivers have at least two years of driving experience and an annual OBMV check is performed on each driver. Criminal background checks on all drivers are performed in accordance with section 109.572 of the Ohio Revised Code, as well as initial, post incident/accident and random drug screens. Drivers take responsibility to physically inspect all vehicles before and after each trip and they are trained on how to do so upon hire. Upon hire, drivers are trained on basic maneuverability, passenger assistance, how to report and document incidents or complaints, and how to document and submit daily trip reports. As part of initial training, all drivers are CPR & First Aid certified and have successfully completed the Passenger Assistance Course. Sunset Transportation ensures all drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs

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of difficulty, proper way to offer assistance to participant, proper assistance techniques. Each operator is trained and skill tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting and wheelchair-bound participant. Drivers are trained on how to conduct a wheelchair lift inspection and this is required, and documented, on a daily basis. All drivers wear a name badge with photo ID for security. Other applicable trainings are provided to employees as necessary.

Sunset Transportation is proposing to provide 440,000 miles of transportation service, at a rate of $3.52 per mile, to eligible participants through ACJFS health and employment related transportation programs. If more miles are available Sunset would like the opportunity to be awarded as many as possible. Upon award, Sunset Transportation will continue to employ a NEMT Project Director to help support the program. The Project Director will continue to organize, monitor, report, and carry out the transportation program designed especially for participants of ACJFS eligible programs. We will also continue to employ a Driver Manager to train and oversee all hired drivers. Sunset Transportation will also employ a Project Assistant, if needed, to assist with the dispatch of calls and to directly assist the Managers. We will continue to hire and employ responsible and dedicated drivers. Most of our drivers have been with us since we initially started working with ACJFS. With this amount of dedication to the proposed program, Sunset Transportation can be fully committed to providing the best service to all ACJFS participants.

B. Summary of Service

1. **Days & Hours of Service:** Sunset Transportation will take reservations for rides Monday thru Friday 8am-5pm. Ride times are flexible and will be provided 7 days a week 24 hours a day by reservation. Our ride line answering system will be available 7 days a week 24 hours a day. Sunset Transportation's excellent customer-oriented staff will answer the phones for reservations and schedule drivers at appropriate times.
2. **Provider Experience:** Sunset Transportation has been providing a variety of transportation services for 10+ years. We are family owned and operated and have several five-star reviews from our committed local relationships and fantastic customer base. Sunset Transportation has several contracts within Ashtabula County for community/vendor events and we have become the highest rated company in the community. Sunset Transportation is also finishing up a fifth year of providing NEMT services to ACJFS eligible participants, as well at our first year operating the ACTS project. Based on ACJFS employee feedback, as well as participant feedback, we have provided safe and excellent services through our contract with ACJFS. ACJFS participants have provided very positive feedback to our Project Director and Driver Manager in regards to the service we provided them.

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3. **Specifications:**
   a. A single trip charge will be calculated based on at a flat rate per mile of $3.52. Trips will be calculated from base, to client location, to the destination drop off location, and then back to base.
   b. Round trip charges will be calculated based on at a flat rate per mile of $3.52. A round trip ride is calculated from base, to client location, then to destination, then returns the passenger to their home, and back to base. A wait time of $.45 a minute will be charged (first 5 minutes are free to allow the passenger time to exit the vehicle/enter their destination, and the wait time will not exceed 480 minutes). If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Geneva. This charge is per trip not per passenger.
   c. Multiple passenger trips will be provided if/when appointment times and similar destinations are being requested on the same day. Miles calculated for a shared trip will be split between all passengers. We will divide the total trip charge by the total number of passengers and charge the same amount of miles for each passenger, at the agreed upon rate.
   d. Sunset Transportation has (8) 14 passenger vehicles, (2) 12 passenger vehicles, (2) 10 passenger vehicles, (7) 6 passenger vehicles, and (3) 3 passenger vehicles. (4) of our vehicles have a wheelchair lift, including (2) low profile minivans, (1) larger bus, and (2) transit vans.
   e. We will plan our reservations and routes accordingly so that all passengers arrive at their destination on time, and without unreasonable time added to their trip. Upon taking the reservation, our transportation team will identify opportunities to ride share based on vehicle capacity, destination, and appointment times. Sunset considers after appointment wait time within 30 minutes to be reasonable, but past 60 minutes to be unreasonable. Prolonged wait time affects our customer service if passengers are unhappy--due to being left to wait at their destination for a significant time past the completion of their appointment because of a ride share situation. It will always be expressed to the passenger that they could be a part of a ride share and we will plan their trip to include a time "buffer" for this. We have plenty of vehicles and drivers needed to get each customer to their appointment, and back home, within a reasonable time.
   f. All trips are monitored throughout the day and will be scheduled so passengers do not wait more than fifteen minutes from the stated pick-up or delivery time. If trips are a part of a ride share, they may be required to wait more than 15 minutes from their stated appointment return time per the ACJFS ride share policy.
   g. Drivers are required to notify Sunset Transportation immediately of known pick-up delays that will exceed beyond 15 minutes of the scheduled pick-up time. While Sunset Transportation expects drivers to be on time, there may be an unforeseen circumstance that occurs beyond the control of the driver.

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When the delay of a scheduled pick up time is reported to Sunset Transportation, all attempts will be made to notify the passenger. Routine Reservations require a 2-business day notice, but last minute requests will be honored if the schedule allows it. If a change in schedule in needed, the passenger must call as soon as possible so the transportation team can make scheduling arrangements. If changes cannot be made, the passenger will be notified and referred back to the appropriate party (ACJFS). Sunset Transportation requires a 2-hour notice to cancel an existing reservation. If a 2-hour notice cannot be provided, we ask the passenger to please cancel as soon as possible. If a driver arrives for a scheduled pickup, and the member did not cancel the reservation in advance, a no show complaint against the member may be documented.

h. Our transportation schedules are constantly monitored throughout the day with communication to all drivers. We assure that 90% of shared ride trips will take no more than 60 minutes more than the time required to accomplish the same trip, at the same time of day, under the same traffic and weather conditions, as a non-shared ride.

i. All incidents, accidents or complaints will be reported to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury will be reported immediately.

C. Geographic Service Area

Sunset Transportation will provide transportation both within and outside of Ashtabula County. When taking reservations for trip outside of the county, our transportation team will assure that the schedule allows for the trip time, as well as any wait time that is necessary.

D. Organizational Structure:

Sunset Transportation & Rentals LLC was originally started in 2013 as Sunset Taxi LLC. The LLC was changed in 2018 as the company began partnering with several community vendors and events to provide public shuttle transportation services. As the company continued to grow, a separate business entity was formed as Sunset Transportation Partners Inc. The main sources of financial support it through these community contracts. ***Organizational chart attached.**

E. Applicant/Staff Qualifications:

President: David McGrath is the President and Owner of Sunset Transportation, where he oversees public relations and employee hiring. He holds a Public Relations Degree and brings over 18 years of experience in public safety and transportation. David has also owned and operated several successful local businesses. He is deeply passionate about both his business and Ashtabula County. With his skills in promoting business and

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community activities, David builds strong relationships with other local businesses and community leaders. His generosity to his employees and community fosters a strong sense of loyalty, contributing to the success of his business and partnering programs.

NEMT Project & Billing Director: Our NEMT Project Director at Sunset Transportation is currently responsible for assisting the president with specific administrative tasks, scheduling passengers for services, data collection, invoicing and reporting, accounts payable, and managing compliance. With over 8 years of administrative experience and more than 10 years of experience in non-profit program coordination and management, the NEMT Project Director has successfully run our entire NEMT program for the past five years. This has ensured we meet all requirements set by Ashtabula County Job & Family Services (ACJFS) for providing health and employment-related transportation services. The NEMT Project Director has also taken on the data collection and reporting for our newest project, ACTS, which requires a high level of skill and time management. These skills have led to increased efficiency in their role. Upon award, the NEMT Project Director will continue overseeing all transportation program management, including invoicing, accounts payable, data collection and reporting, HR-related tasks, budget recording and evaluation, client record keeping, and passenger communication. Based on future trip volume, Sunset Transportation will hire a part-time Project Assistant to communicate with passengers and drivers and assist the Project Director and Driver Manager with program-related tasks.

NEMT Driver Manager: Sunset Transportation employs a full time Transportation Manager. Our Transportation Manger has several years of experience working for Sunset Transportation and is responsible for the daily oversight of our drivers, driver scheduling, as well as vehicle maintenance and records.

Drivers: Drivers are responsible for trip recording, daily vehicle inspections, as well as providing safe and reliable transportation to all passengers. Drivers are over the age of 21 and have at least 2 years of transportation experience. Sunset Transportation employs several full-time drivers to help carry out the transportation contract with ACJFS. More part time contracted drivers will be hired if the need arises or when we add to our fleet of vehicles.

***Job descriptions attached.**

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Sunset Transportation Organizational Chart:

Attached is Sunset Transportation's organizational chart.

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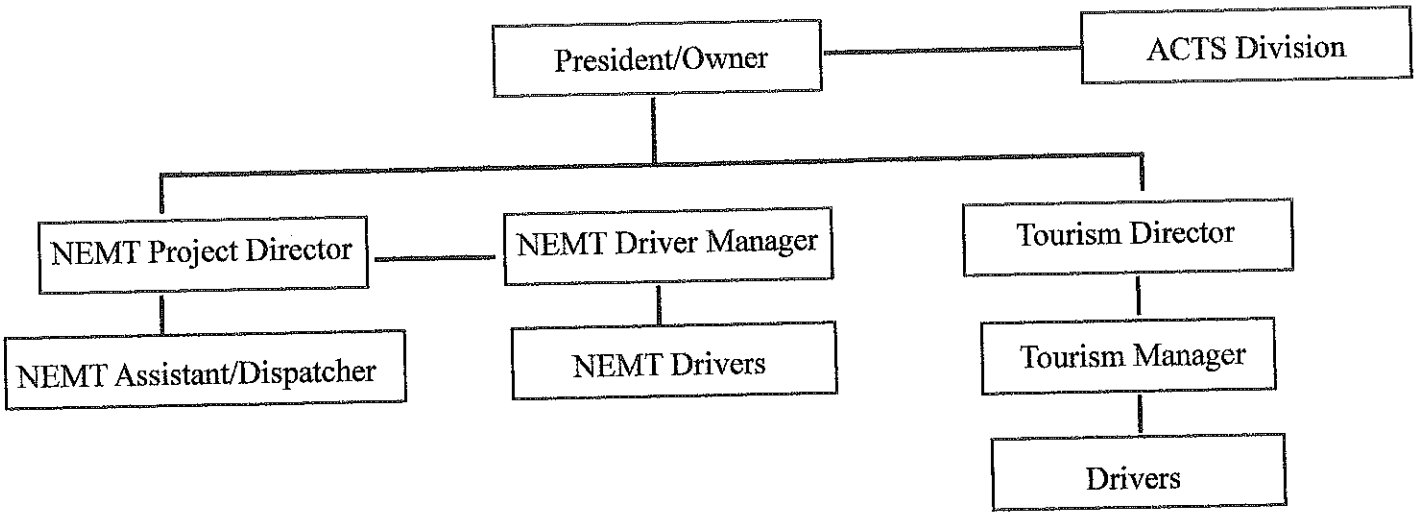
D. Organizational Structure



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Sunset Transportation Position Descriptions:

Attached are the following position descriptions:
-President/Owner
-Project Director
-Driver Manager
-Driver
-Program Assistant

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SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION

POSITION TITLE: President

GENERAL STATEMENT OF DUTIES: Oversees daily operations for Sunset Transportation and Rentals LLC.

ESSENTIAL RESPONSIBILITIES:

1. Monitors all transportation operations
2. Interviews and hires new employees
3. Supervise and Evaluate employees
4. Maintain fiscal responsibilities
5. Establish and maintains relationships with contracted partners
6. Identifies issues and coordinates service for transportation program
7. Performs requirements for licensures and inspections
8. Maintains and monitors company budget
9. Promotes the company's mission and needs and recognizes member contributions to both internal and external audiences
10. Participates in local training opportunities
11. Assist with maintaining a safe work environment
12. Intermittent travel throughout local county and state as needed
13. Daily coordination with Program Manager & Driver Manger to ensure company effectiveness and program accuracy; helps to identify and address any company needs

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SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION

POSITION TITLE: Driver Manager

REPORTS TO: President

GENERAL STATEMENT OF DUTIES: Works closely with President and Program Manager to ensure safety and the highest quality of transportation services.

ESSENTIAL RESPONSIBILITIES:

1. Trains and oversees drivers
2. Coordinates with Program Manager & President to assure accurate scheduling
3. Addresses any concerns with vehicles immediately
4. Reports incidents to Program Manager immediately
5. Keeps daily transportation log and reviews/submits to Program Manager daily
6. Reviews all vehicle inspection logs
7. Organizes & monitors vehicle maintenance program
8. Safely transports passengers in a timely manner
9. Conducts daily vehicle inspections
10. Promotes the company's mission and needs and recognizes member contributions to both internal and external audiences.
11. Participates in local training opportunities.
12. Assist with maintaining a safe work environment.
13. Intermittent travel throughout local county and state as needed
14. Other duties as assigned.

QUALIFICATIONS:

1. Ability to interact with others
2. Ability to manage employees
3. Ability to follow instructions and work independently.
4. Ability to read and understand procedures, manuals, correspondence and general text.
5. Ability to maintain discretion with confidential data.
6. Valid Ohio Driver's License and less than 5 points on driving record.
7. Must be able to meet requirements for criminal back ground check (Ohio Bureau of Criminal Identification & Investigation and FBI).
8. Must be able to pass random drug screenings.
9. Must be able to obtain CPR & First Aid Certificate upon hire
10. Must be able to pass the Passenger Assistance Course upon hire

MINIMUM EDUCATIONAL/LICENSURE REQUIREMENTS: Management experience preferred. Must have at least two years of experience in transportation services.

MINIMUM EXPERIENCE REQUIREMENTS: Customer service experience. Must be knowledgeable with general geography of Ashtabula County.

PHYSICAL REQUIREMENTS: Ability to operate a vehicle within and outside of assigned county.

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SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION

POSITION TITLE: Driver

REPORTS TO: Driver Manager

GENERAL STATEMENT OF DUTIES: Works closely with Driver Manager to provide vehicle safety and reliable transportation.

ESSENTIAL RESPONSIBILITIES:

1. Conducts daily vehicle inspections
2. Addresses any concerns with vehicles immediately
3. Reports incidents to Driver Manager immediately
4. Keeps daily transportation logs and reviews/submits to Program Manager daily
5. Provides transportation for passengers and assist them as needed
6. Maintain vehicle and shop cleanliness
7. Participates in local training opportunities.
8. Intermittent travel throughout local county and state as needed
9. Other duties as assigned.

QUALIFICATIONS:

1. Ability to interact with others
2. Ability to manage employees
3. Ability to follow instructions and work independently.
4. Ability to read and understand procedures, manuals, correspondence and general text.
5. Ability to maintain discretion with confidential data.
6. Valid Ohio Driver's License and less than 5 points on driving record.
7. Must be able to meet requirements for criminal back ground check (Ohio Bureau of Criminal Identification & Investigation and FBI).
8. Must be able to pass random drug screenings.
9. Must be able to obtain CPR & First Aid Certificate upon hire
10. Must be able to pass the Passenger Assistance Course upon hire

MINIMUM EDUCATIONAL/LICENSURE REQUIREMENTS: Must have at least two years of experience in transportation services.

MINIMUM EXPERIENCE REQUIREMENTS: Customer service experience. Must be knowledgeable with general geography of Ashtabula County.

PHYSICAL REQUIREMENTS: Ability to operate a vehicle within and outside of assigned county.

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SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION

POSITION TITLE: NET Project Director Manager

GENERAL STATEMENT OF DUTIES:

Works closely with President to oversee program operation, budget and data tracking associated directly with ACDJFS funded transportation programs and other contracts. Works closely with Driver Manager to monitor daily dispatch and drivers.

ESSENTIAL RESPONSIBILITIES:

1. Oversees admin portion of NET transportation programs
2. Reviews & monitors transportation schedule and communicates with Driver Manager as needed.
3. Communicates with passengers when necessary in regards to trip information or to address any issues/complaints
4. Coordinate with other local transportation providers to ensure shared geography
5. Daily communication with local social service providers for transportation referrals and other necessary program communications.
6. Records and monitors transportation data daily
7. Coordinates with contracted partners to assure effectiveness of program
8. Maintains local program slips and provides documentation to funding providers monthly
9. Works with President to monitor budget/ funds for program transportation implementation;
10. Maintains paperwork for funding sources as needed; Enters data and extracts reports for local grant reports
11. Promotes the company's mission and needs and recognizes member contributions to both internal and external audiences.
12. Organizes pre-employment screening for new hires and other HR related tasks
13. Prepares documentation and reports for licensures and audits as needed

QUALIFICATIONS:

1. Ability to interact with others
2. Ability to perform basic arithmetic, including percentages and averages with a calculator
3. Ability to follow instructions and work independently
4. Ability to read and understand procedures, manuals, correspondence and general text
5. Ability to maintain discretion with confidential data
6. Valid Ohio Driver's License, reliable transportation
7. Must be able to meet requirements for criminal background check (Ohio Bureau of Criminal Identification & Investigation and FBI)
8. Ability to learn scheduling software program

MINIMUM EDUCATIONAL/LICENSURE REQUIREMENTS: Bachelor's degree preferred. Five years' experience in office and/program management.

MINIMUM EXPERIENCE REQUIREMENTS: Customer service experience. Proficient with Microsoft Office programs, especially Word and Excel. Must be knowledgeable with local social services agencies in Ashtabula County.

PHYSICAL REQUIREMENTS: Ability to travel within and outside of assigned county.

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SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION

POSITION TITLE: NET Program Assistant
(vacant—position currently being split between Driver Manager & Program Manager)

GENERAL STATEMENT OF DUTIES: Works closely with Program Manager, Drivers, Driver Manager, and President to assure program efficiency.

ESSENTIAL RESPONSIBILITIES:

1. Takes incoming calls for transportation dispatching and forwards calls to Driver Manager or Program Manager when applicable
2. Monitors daily dispatching via our scheduling software and makes changes when needed within a timely manner
3. Assists Driver Manager with daily schedules
4. Communicates with drivers as needed
5. Communicates with passengers when necessary in regards to trip information or to address any issues/complaints
6. Assist Program Manager and President as needed
7. Organizes paperwork including but not limited to: receipts, driver files, transportation logs, daily inspection forms, and other documentation as needed (this can be on a weekly basis)
8. Participates in local training opportunities
9. Intermittent travel throughout local county as needed
10. Other duties as assigned

QUALIFICATIONS:

1. Ability to interact with others
2. Ability to navigate email
3. Ability to learn scheduling software program
4. Ability to perform basic arithmetic, including percentages and averages with a calculator
5. Ability to follow instructions and work independently
6. Ability to read and understand procedures, manuals, correspondence and general text
7. Ability to maintain discretion with confidential data
8. Valid Ohio Driver's License, reliable transportation
9. Must be able to meet requirements for criminal back ground check (Ohio Bureau of Criminal Identification & Investigation and FBI)

MINIMUM EDUCATIONAL/LICENSURE REQUIREMENTS: Two years' experience in office/admin setting.

MINIMUM EXPERIENCE REQUIREMENTS: Customer service experience. Proficient with Microsoft Office programs.

PHYSICAL REQUIREMENTS: Ability to work from home and travel within and outside of assigned county.

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Exhibit II
(Fee Schedule)

Docusign Envelope ID: E3C8E32E-852C-4BBB-A68A-4407873ED7BA

Sunset Transportation
Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile	$ 3.45	Unit Rate of $3.45 per mile for each trip with mileage beginning at the Base Lot at: 4690 Lake Rd E, Geneva, Ohio; and, with mileage ending when the vehicle returns to the Base Lot.
Round Trip	$ 3.45	A round trip begins at Base Lot, picks up passenger, takes the passenger to their destination, returns the passenger to their home, and returns to the Base Lot.
Wait Time	$ 0.45	Wait time will be calculated as follows: The first 5 minutes are free, and each minute thereafter will be $0.45 a minute, not to exceed 480 minutes (8 hours) per trip. If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Geneva. This charge is per trip not per passenger.
Shared Rides	NA	A Shared Ride will be divided equally among the passengers. Total Mileage ÷ Number of Passengers = Cost per Passenger per Trip.

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **SUNSET TRANSPORTATION**
Date: **8/16/2024 3:15:47 PM**

This search produced the following list of **0** possible matches:

Name/Organization	Address

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **$5,000.00**, and free from any previous encumbrances.

Agreement Title: An **Employment Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Sunset Transportation & Rentals, LLC**.

DocuSigned by:

181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/9/2024

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PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 25-3010-HRT

This contract made and entered into on the 1st day of **October 2024** by and between the **Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body** (hereinafter referred to as ACJFS), and **Sunset Transportation & Rentals, LLC.** located at: **4690 Lake Road East, Geneva, Ohio 44041 (business mailing address: 4519 East Maple Road, Geneva, Ohio 44041)**, and whose phone number is: **440-361-4013 or 440-855-5314**, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Title XIX of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service**: Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal and the Provider's Proposal).

2. **Purpose**: ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.

3. **Contract Period**: This contract will be effective from **October 1, 2024,** through **September 30, 2025** inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.

4. **Availability of Funds**: Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state, and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
   $ 750,000.00

5. **Cost and Delivery of Purchased Services**: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.

6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **Title XX transportation, Non-emergency Transportation (NET), Pregnancy Related Services Transportation (PRS).** Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case-by-case basis by ACJFS.

7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have

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priority over all others when ACJFS has authorized the purchase of service.

8. **Fees**: No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.

9. **No Show Fees:** A Provider cannot charge "no show" fees due to state Medicaid payment rules that do not allow billing for services not rendered.

10. **Payment for Purchased Service**: Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.

The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

Federal Award Project Description: FFY 2025 Transportation

Name of Federal Awarding Agency: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

Federal Award Identification Number (FAIN): Not available at this time

Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2024

Is the Award Research and Development: No

Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

11. **Invoice Format**: Provider's invoice will consist of:

(1) A one-page summary invoice signed by an authorized representative and will include:
- Contract number
- Service month and year
- Provider's name, address, telephone number and billing contact person's name
- Total amount invoiced for the month

(2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
- ACJFS program to be charged

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- Date of trip
- Client last name
- Client first name
- Client pickup address
- Client destination address
- Stop(s) address(es)
- PCA (personal care assistant) name(s) or indication if person is a PCA
- Total trip mileage
- Mileage rate
- Number of one-way trips per passenger
- Wait start & stop times
- Total wait minutes being charged
- Wait time rate
- Indication if trip is a lift
- Total trip charge
- Indication of whether trip was shared with other ACJFS client (to split cost of trip)
- Driver's name
- Report no-shows and cancellations as that could affect the eligibility of the client.

12. **Splitting the Cost of Trips**: Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

13. **Duplicate Billing**: Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.

14. **Amendment of Contract**: This contract may be amended at any time by a written amendment signed by both parties.

15. **Termination**:
    a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.

    b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.

    c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.

    d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.

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16. **Subcontracting**: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.

17. **Independent Contractors**: Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.

18. **Vehicle Maintenance and Inspection**: The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.

19. **Background Checks:** The Provider agrees to provide copies of background checks, driver's license, and a certified driving history from the Bureau of Motor Vehicles of the Ohio Dept. of Public Safety, for all employees that provide direct services to transportation participants, to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire.

20. **Incident and Accident Reports**: Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.

21. **On Time Performance**: The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.

22. **Complaint Procedure**: Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.

23. **Communication**: Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e. two-way radio, cellular phone.

24. **Financial Records**: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.

25. **Responsibility for Audit Exceptions**: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.

26. **Availability and Retention of Records**: All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for

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audit by the State of Ohio (including but not limited to ODJFS, the 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 years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.

27. **Confidentiality**: Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

28. **Civil Rights**: ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The 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 and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (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 sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. **Indemnity and Insurance**:

    a. Indemnity: Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

    b. Insurance: Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.

    Minimum coverage for General Liability in the amount of $1,000,000.00 each occurrence and Automobile Liability $1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.

30. **Monitoring and Evaluation**: ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS

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reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and contract issues.

31. **Accessibility of Program to the Public**: ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

32. **Accessibility to the Handicapped**: Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

33. **Maintenance of Service**: The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.

34. **Referral**: ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.

35. **Equal Employment Opportunity**: The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

36. **Patent Rights, Copyrights and Rights in Data**: All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.

37. **Clean Air**: For contracts exceeding $100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.

38. **Debarment**: The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding $100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

39. **Lobbying**: The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding $100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.

40. **Licensing**: The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.

41. **Americans with Disabilities Act**: The Provider agrees to comply with the Americans with Disabilities Act of 1990.

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42. **Child Support Enforcement**: Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.

44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.

45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.

46. **Accreditation and Compliance with Tax, License and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.

47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

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Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:

DocuSigned by:

FB74060D0EAC4B8...

Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

9/6/2024
Date

DocuSigned by:

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Sunset Transportation

9/7/2024
Date

Signed by:

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DocuSigned by:

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9/9/2024
Date

DocuSigned by:

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Ashtabula County Board of Commissioners

Approved as to Legal Form Only:

Colleen M. O'Toole
Ashtabula County Prosecutor

Colleen Mary O'Toole
9/4/24
Date

Matrix Matter No. 2024-CON-0166
Reviewed by Matthew J. Hebebrand, Esq.

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Exhibit I

Docusign Envelope ID: E3C8E32E-852C-4BBB-A68A-4407873ED7BA

Request for Proposals
For
Transportation Services

Health Related Transportation
Employment Related Transportation

Issued by:

The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004

Issue Date:

June 14, 2024

RFP Number:

ACJFS RFP #4-24

Docusign Envelope ID: E3C8E32E-852C-4BBB-A68A-4407873ED7BA

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-22 to 9-30-23, 44,367 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.

2. Reject any or all proposals, or any part thereof without cause.

3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.

4. Not select any applicant should ACJFS decide not to proceed.

5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

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II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	**Date: 6-14-24**
Question Period Begins	**Date: 6-14-24**
Pre-Proposal Conference	**Date: 6-24-24 @ 10:00 a.m.**
Question Period Ends	**Date: 6-24-24 @ 4:00 p.m.**
Proposals Due to Ashtabula County Board of Commissioners	**Date: 7-11-24 @ 2:30 p.m.**
Agreement Effective Date	**Date: 10-1-24**

Pre-Proposal Conference:

A pre-proposal conference will be held on June **24, 2024,** at **10:00 a.m.** at ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email by **4:00 p.m. on 6-24-24 to:**

ATTN: Renee Dragon, Program Evaluator
Email: RENEE.DRAGON@jfs.ohio.gov

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners
Attention Lisa Hawkins
25 West Jefferson Street
Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-11-24, and clearly marked with the applicant's name, address, and RFP number:

ACJFS RFP #4-24

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III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
   a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
   b. non-discrimination laws in the provision of services.
   c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
   d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

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3. All vehicles shall:
    a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
    b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
    c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.
4. Vehicles equipped for transporting participants remaining in wheelchairs shall:
    a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used.
    b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:
All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:
The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:
From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:
To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

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Section 1 - Application Information (Attachment A):
Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:
Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding, and identifying each required document).

A. Financial Statement Requirement: (with master copy only)
   1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

   -or-

   2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

   In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

B. Articles of Incorporation
C. Proof of Liability Insurance/Other Required Insurance
D. Equal Employment Opportunity - Affirmative Action Plan
E. Professional or Operating licenses
F. Documents used for Monitoring
G. Employee Training Program description
H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
K. Affidavit of Non-Collusion
L. Non-Discrimination Agreement O.R.C. 153.59
M. Representations, Assurances, and Certifications document
N. Certification Regarding Lobbying
O. OMB Circular 2 CFR 200 Audit Certification Form
P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:
The Program Planning and Development section must include the following information:
A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
B. Provide a summary of service and description for each of these areas:
   1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
   2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
   3. Specifications:
      (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

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(b). Define a round trip ride.
(c). Describe the method of charging a "shared" trip.
(d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
(e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
(f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
(g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles, and "no-shows".
(h). Assure that ninety percent (90%) of shared-ride trips take no more than 60 minutes than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
(i). Report all incidents, accidents, or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during

C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):
An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:
1. A unit of service is equal to one mile.
2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:
The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

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Stage 1 Review:
"Qualified" proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed "Non-Qualified" and will not be considered.

2. Completeness of Submission - proposal submission must include:
    a. Required number of copies: 1 master and 3 copies (4 total)
    b. Section 1 Applicant Information Page (Attachment A)
    c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
    d. Section 3 Program Planning & Development
    e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed "Non - Qualified" and will not be reviewed in stage 2.

Stage 2 Review:
All "Qualified" proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
    - *A.* Applicant's program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
    - *B.1* Ability to adequately service clients according to hours of operation as stated in RFP.
    - *B.2* Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
    - Applicant has thoroughly defined the method of charging for trips.
    - The Applicant has sufficient vehicle capacity to meet the needs of the program.
    - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
    - *C.* Applicant is able to meet the geographical needs of the service area.
    - *D. & E.* organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
    - The budget effectively defines the unit rate.
    - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

- Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

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Acceptance and Rejection of Proposals:
The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:
(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.
(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.
(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:
The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:
The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:
ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:
The agreement has a tentative effective date of **10-1-24 through 9-30-25**.

Invoicing:
Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:
ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:
The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:
Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:
Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds $100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

Patent or Copyright Liabilities:
The Provider will protect, defend, and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:
ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

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Appendix I

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Appendix I-A

Transportation Requirements

Required Annual Inspection Elements for Vehicles:

1. **Seating:**
   a. All seats must be securely fastened to the floor.
   b. No broken tubing or protruding pieces of metal should be around seats.

2. **Defrosters & Heaters:**
   a. Must operate as designed.
   b. Heater cores must be clean and free of leaks and obstructions to the flow of air.
   c. Hoses must not have cracks or leaks and must otherwise be in good condition.
   d. Fan guards must be metal or plastic.

3. **Windshield Wipers & Washers:**
   a. Must operate as designed.
   b. Wiper blades in the vehicle operator's field of vision must be clean.
   c. Wiper blades must not be brittle or badly worn.

4. **Vehicle Floor:**
   a. Must be metal.
   b. Must be intact without holes.

5. **Mirrors:**
   a. Must have a least one rear view interior mirror that is properly secured and in proper placement.
   b. Must have at least one mirror on each side of the vehicle that is properly secured and in proper placement.
   c. Prismatic lens must be properly installed.
   d. All mirrors must enable operators to see a clean image (i.e., without cloudiness, cracks, or other obstacles on the mirror to interfere with reflection).

6. **Emergency Equipment:**
   a. The red reflectors must be stored in the vehicle.
   b. The vehicle must have a five-pound dry chemical fire extinguisher with the minimum rating outlined in section 20 b., c. of the Ohio fire code and based on section 10 of the National Fire Protection Association. The fire extinguishers must be securely mounted near the vehicle operator for easy access.
   c. The vehicle must be equipped with a first aid kit.

7. **Brakes:**
   a. Properly located and free of crimps, rust, breaks in integrity, and not in contact with inappropriate vehicle components.
   b. Tail exhaust pipes are properly secured to prevent dropping on the break line.
   c. Vehicles using vacuum-assisted breaks: wheel cylinders, master cylinders, hydrovac, and hose connections must be free of fluid leaks.
   d. Vehicles using air brakes: reservoirs, chambers, valves, connections, and lines must be free of air leaks.
   e. During inspections, brake pads must be checked against the vehicle manufacturer's specifications.
   f. All moisture ejection valves must be free of leaks and in proper working order.

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8. **Emergency Brakes:**
    a. The vehicle must have a functional emergency brake that is capable of stopping or holding the vehicle in an emergency or while parked. The emergency brake shall hold the vehicle on any grade and under all conditions of loading on a surface free of snow, ice, or loose material.
    b. If the emergency brake is located on the drive shaft, the brakes shall:
        i. Hold the vehicle in parked position;
        ii. Be properly mounted, and;
        iii. Have cables that are properly lubricated and not hazardously worn.

9. **Steering Gear:**
    a. The steering shaft must have no more than one half-inch upward motion when the steering wheel is pulled upwards.
    b. The steering gear assembly, power steering unit, brackets, and mounting bolts must be securely fastened.
    c. If installed, power steering must be operative, properly mounted, and have correct fluid levels and belt tensions.
    d. Tie rod ends must function properly.
    e. Tires must not rub any chassis or body component in any position.

10. **Horn:** Must operate as designed.

11. **Windshield & Windows:**
    a. Window glass must be free of chips or cracks and be securely mounted without exposed edges.
    b. Plexiglass will not be used to replace safety glass.

12. **Emergency Door:**
    Applicable to Bus Type Vehicles
    a. The door must be able to open to its maximum width without catching or binding.
    b. All handles must be permanently installed.
    c. Operating instructions for the emergency door must be lettered or decaled inside the emergency door.
    d. The safety buzzer must operate as designed and be placed in the vehicle operator's area to warn passengers that the emergency door is opened.
    e. The door must be free of temporary or permanent obstructions.
    f. No padlocks or other added security devises are to be used to secure the door while the vehicle is in motion.

13. **Springs & Shocks:**
    a. Must be intact.
    b. Must be properly mounted.
    c.

14. **Tires:**
    a. Must have no less than two sixteenth inch tread pattern measured anywhere on the tire.
    b. Retread tires should not be located on the steering axle.
    c. Must be free of irregular wear, cuts, bruises, and breaks.
    d. Must be balanced and in proper alignment.
    e. All lugs must be present and fitted tightly on tires.
    f. All tread types must match mated tires.

15. **Exhaust System**:
    a. Must be intact and operating as designed.
    b. All pipe and muffler joints must be properly welded or clamped.
    c. Exhaust manifolds must be free of cracks and missing bolts.

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16. **Lights:**
    a. Must operate as designed.
    b. Must meet ORC and OAC requirements for vehicle lighting.

17. **The Vehicle Body:**
    a. Condition must be intact.
    b. Must be free of broken parts that can cause injury.

18. **Gas Tank:**
    a. Must be free of rust, damage, or leaks.
    b. Must be securely mounted.

19. **Seating Area & Aisle:** Must be free of debris.

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Appendix I-B

Required Daily Wheelchair Lift Inspection Elements:

Before each day's services are provided, providers must complete and document an inspection of the wheelchair lift prior to any participant service that day according to the following specifications:

1. Run the lift through one complete cycle to be sure that it is operable.
2. Check for any signs of seal leaking or binding of hardware.
3. Check for frayed or damaged lift cables, hydraulic hoses, or chains.
4. Check for physical damage and jerky operation.
5. Check for hazardous protrusions and exposed edges. Assure that all protrusions are adequately padded and protected.
6. Check all fasteners and assure that all bolts are snug.
7. Make sure the lift is properly secured to the vehicle when stored.
8. Clean the lift completely of dirt, mud, gravel, and corrosive elements such as salt.
9. Lubricate the lift in compliance with the manufacturer's requirements.
10. Providers shall not use the lift any time repairs are necessary.

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ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION

AGENCY / ORGANIZATION NAME: Sunset Transportation

ADDRESS: 4519 E. Maple Rd. Geneva, OH 44041

PHONE: 440-855-5314 FAX: --

SERVICE SITE (if different than above): 4690 Lake Rd East

ADDRESS: Geneva, OH 44041

PHONE: 440-361-4013 FAX: --

FEDERAL TAX I.D. NUMBER: 83-0994396

EXECUTIVE DIRECTOR/DIRECTOR: David McGrath

PROGRAM COORDINATOR: Amy Blake EMAIL: amyblake@sunsettaxis.com

FISCAL CONTACT: Amy Blake EMAIL: amyblake@sunsettaxis.com

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: David McGrath SIGNATURE: X David McGrath

(Note: original signature must be in blue ink)

TITLE: President DATE: 7/3/2024

Docusign Envelope ID: E3C8E32E-852C-4BBB-A68A-4407873ED7BA

Section 3
Program Planning and Development

Docusign Envelope ID: E3C8E32E-852C-4BBB-A68A-4407873ED7BA

Sunset Transportation
Employment Related & Health Related Transportation
RFP #4-24

Section 3
Program Planning and Development

A. Program Description

Sunset Transportation has been committed to providing private transportation, tours, and shuttle services to residents of Ashtabula County and surrounding areas since 2013. It is a top priority that Sunset Transportation's program planning and development meets all the requirements requested by Ashtabula County Job & Family Services' (ACJFS) commitment to providing health and employment related transportation services. Sunset Transportation operates the business in compliance with all applicable federal, state and local laws, and complies with: non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of all individuals and in the provisions of services. Sunset Transportation complies with all federal, state and local laws, rules, and executive orders and other legal requirements as they apply to transportation.

Sunset Transportation is committed to providing transportation to those who are pre-approved by ACJFS with safe, timely and well-mannered service. It is our priority to make sure all customers are treated with respect and equality. Sunset Transportation does not discriminate on the basis of race, color, religion, gender, age, national origin, disability, marital status, sexual orientation or military status, in any of its operations. Sunset Transportation complies with the Equal Employment Opportunity Affirmative Action plan, as well as the Drug Free Workplace Act. Sunset Transportation takes responsibility to be aware of and maintain all required license and certifications necessary to provide service to pre-approved customers of ACJFS eligible programs. All utilized vehicles have insurance in compliance with Ohio's financial liability law requirement. A copy of the certificate of insurance and vehicle registration is maintained in each vehicle. All vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the Ohio Revised Code for motor vehicles.

All drivers that are employed and/or contracted with Sunset Transportation have a valid Ohio motor vehicle operator's license, and a license appropriate to each vehicle when necessary. Drivers have at least two years of driving experience and an annual OBMV check is performed on each driver. Criminal background checks on all drivers are performed in accordance with section 109.572 of the Ohio Revised Code, as well as initial, post incident/accident and random drug screens. Drivers take responsibility to physically inspect all vehicles before and after each trip and they are trained on how to do so upon hire. Upon hire, drivers are trained on basic maneuverability, passenger assistance, how to report and document incidents or complaints, and how to document and submit daily trip reports. As part of initial training, all drivers are CPR & First Aid certified and have successfully completed the Passenger Assistance Course. Sunset Transportation ensures all drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs

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of difficulty, proper way to offer assistance to participant, proper assistance techniques. Each operator is trained and skill tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting and wheelchair-bound participant. Drivers are trained on how to conduct a wheelchair lift inspection and this is required, and documented, on a daily basis. All drivers wear a name badge with photo ID for security. Other applicable trainings are provided to employees as necessary.

Sunset Transportation is proposing to provide 440,000 miles of transportation service, at a rate of $3.52 per mile, to eligible participants through ACJFS health and employment related transportation programs. If more miles are available Sunset would like the opportunity to be awarded as many as possible. Upon award, Sunset Transportation will continue to employ a NEMT Project Director to help support the program. The Project Director will continue to organize, monitor, report, and carry out the transportation program designed especially for participants of ACJFS eligible programs. We will also continue to employ a Driver Manager to train and oversee all hired drivers. Sunset Transportation will also employ a Project Assistant, if needed, to assist with the dispatch of calls and to directly assist the Managers. We will continue to hire and employ responsible and dedicated drivers. Most of our drivers have been with us since we initially started working with ACJFS. With this amount of dedication to the proposed program, Sunset Transportation can be fully committed to providing the best service to all ACJFS participants.

B. Summary of Service

1. **Days & Hours of Service:** Sunset Transportation will take reservations for rides Monday thru Friday 8am-5pm. Ride times are flexible and will be provided 7 days a week 24 hours a day by reservation. Our ride line answering system will be available 7 days a week 24 hours a day. Sunset Transportation's excellent customer-oriented staff will answer the phones for reservations and schedule drivers at appropriate times.
2. **Provider Experience:** Sunset Transportation has been providing a variety of transportation services for 10+ years. We are family owned and operated and have several five-star reviews from our committed local relationships and fantastic customer base. Sunset Transportation has several contracts within Ashtabula County for community/vendor events and we have become the highest rated company in the community. Sunset Transportation is also finishing up a fifth year of providing NEMT services to ACJFS eligible participants, as well at our first year operating the ACTS project. Based on ACJFS employee feedback, as well as participant feedback, we have provided safe and excellent services through our contract with ACJFS. ACJFS participants have provided very positive feedback to our Project Director and Driver Manager in regards to the service we provided them.

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3. **Specifications:**
   a. A single trip charge will be calculated based on at a flat rate per mile of $3.52. Trips will be calculated from base, to client location, to the destination drop off location, and then back to base.
   b. Round trip charges will be calculated based on at a flat rate per mile of $3.52. A round trip ride is calculated from base, to client location, then to destination, then returns the passenger to their home, and back to base. A wait time of $.45 a minute will be charged (first 5 minutes are free to allow the passenger time to exit the vehicle/enter their destination, and the wait time will not exceed 480 minutes). If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Geneva. This charge is per trip not per passenger.
   c. Multiple passenger trips will be provided if/when appointment times and similar destinations are being requested on the same day. Miles calculated for a shared trip will be split between all passengers. We will divide the total trip charge by the total number of passengers and charge the same amount of miles for each passenger, at the agreed upon rate.
   d. Sunset Transportation has (8) 14 passenger vehicles, (2) 12 passenger vehicles, (2) 10 passenger vehicles, (7) 6 passenger vehicles, and (3) 3 passenger vehicles. (4) of our vehicles have a wheelchair lift, including (2) low-profile minivans, (1) larger bus, and (2) transit vans.
   e. We will plan our reservations and routes accordingly so that all passengers arrive at their destination on time, and without unreasonable time added to their trip. Upon taking the reservation, our transportation team will identify opportunities to ride share based on vehicle capacity, destination, and appointment times. Sunset considers after appointment wait time within 30 minutes to be reasonable, but past 60 minutes to be unreasonable. Prolonged wait time affects our customer service if passengers are unhappy--due to being left to wait at their destination for a significant time past the completion of their appointment because of a ride share situation. It will always be expressed to the passenger that they could be a part of a ride share and we will plan their trip to include a time "buffer" for this. We have plenty of vehicles and drivers needed to get each customer to their appointment, and back home, within a reasonable time.
   f. All trips are monitored throughout the day and will be scheduled so passengers do not wait more than fifteen minutes from the stated pick-up or delivery time. If trips are a part of a ride share, they may be required to wait more than 15 minutes from their stated appointment return time per the ACJFS ride share policy.
   g. Drivers are required to notify Sunset Transportation immediately of known pick-up delays that will exceed beyond 15 minutes of the scheduled pick-up time. While Sunset Transportation expects drivers to be on time, there may be an unforeseen circumstance that occurs beyond the control of the driver.

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When the delay of a scheduled pick up time is reported to Sunset Transportation, all attempts will be made to notify the passenger. Routine Reservations require a 2-business day notice, but last minute requests will be honored if the schedule allows it. If a change in schedule in needed, the passenger must call as soon as possible so the transportation team can make scheduling arrangements. If changes cannot be made, the passenger will be notified and referred back to the appropriate party (ACJFS). Sunset Transportation requires a 2-hour notice to cancel an existing reservation. If a 2-hour notice cannot be provided, we ask the passenger to please cancel as soon as possible. If a driver arrives for a scheduled pickup, and the member did not cancel the reservation in advance, a no show complaint against the member may be documented.

h. Our transportation schedules are constantly monitored throughout the day with communication to all drivers. We assure that 90% of shared ride trips will take no more than 60 minutes more than the time required to accomplish the same trip, at the same time of day, under the same traffic and weather conditions, as a non-shared ride.

i. All incidents, accidents or complaints will be reported to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury will be reported immediately.

C. Geographic Service Area

Sunset Transportation will provide transportation both within and outside of Ashtabula County. When taking reservations for trip outside of the county, our transportation team will assure that the schedule allows for the trip time, as well as any wait time that is necessary.

D. Organizational Structure:

Sunset Transportation & Rentals LLC was originally started in 2013 as Sunset Taxi LLC. The LLC was changed in 2018 as the company began partnering with several community vendors and events to provide public shuttle transportation services. As the company continued to grow, a separate business entity was formed as Sunset Transportation Partners Inc. The main sources of financial support it through these community contracts. ***Organizational chart attached.**

E. Applicant/Staff Qualifications:

President: David McGrath is the President and Owner of Sunset Transportation, where he oversees public relations and employee hiring. He holds a Public Relations Degree and brings over 18 years of experience in public safety and transportation. David has also owned and operated several successful local businesses. He is deeply passionate about both his business and Ashtabula County. With his skills in promoting business and

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community activities, David builds strong relationships with other local businesses and community leaders. His generosity to his employees and community fosters a strong sense of loyalty, contributing to the success of his business and partnering programs.

NEMT Project & Billing Director: Our NEMT Project Director at Sunset Transportation is currently responsible for assisting the president with specific administrative tasks, scheduling passengers for services, data collection, invoicing and reporting, accounts payable, and managing compliance. With over 8 years of administrative experience and more than 10 years of experience in non-profit program coordination and management, the NEMT Project Director has successfully run our entire NEMT program for the past five years. This has ensured we meet all requirements set by Ashtabula County Job & Family Services (ACJFS) for providing health and employment-related transportation services. The NEMT Project Director has also taken on the data collection and reporting for our newest project, ACTS, which requires a high level of skill and time management. These skills have led to increased efficiency in their role. Upon award, the NEMT Project Director will continue overseeing all transportation program management, including invoicing, accounts payable, data collection and reporting, HR-related tasks, budget recording and evaluation, client record keeping, and passenger communication. Based on future trip volume, Sunset Transportation will hire a part-time Project Assistant to communicate with passengers and drivers and assist the Project Director and Driver Manager with program-related tasks.

NEMT Driver Manager: Sunset Transportation employs a full time Transportation Manager. Our Transportation Manger has several years of experience working for Sunset Transportation and is responsible for the daily oversight of our drivers, driver scheduling, as well as vehicle maintenance and records.

Drivers: Drivers are responsible for trip recording, daily vehicle inspections, as well as providing safe and reliable transportation to all passengers. Drivers are over the age of 21 and have at least 2 years of transportation experience. Sunset Transportation employs several full-time drivers to help carry out the transportation contract with ACJFS. More part time contracted drivers will be hired if the need arises or when we add to our fleet of vehicles.

***Job descriptions attached.**

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Sunset Transportation Organizational Chart:

Attached is Sunset Transportation's organizational chart.

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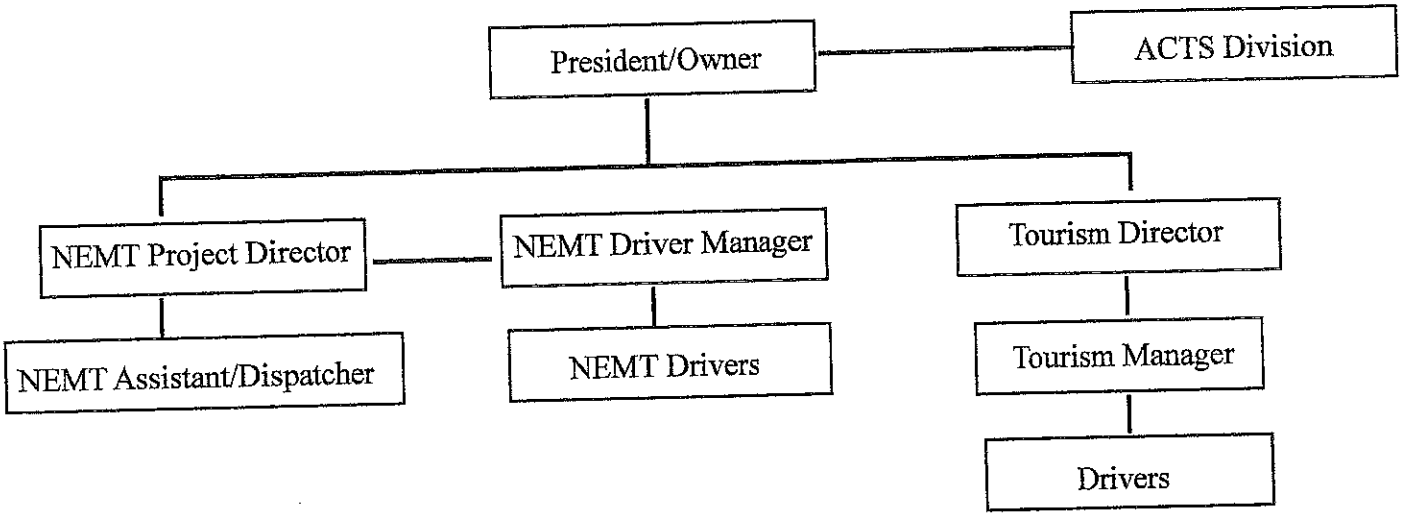
D. Organizational Structure



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Sunset Transportation Position Descriptions:

Attached are the following position descriptions:
-President/Owner
-Project Director
-Driver Manager
-Driver
-Program Assistant

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SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION

POSITION TITLE: President

GENERAL STATEMENT OF DUTIES: Oversees daily operations for Sunset Transportation and Rentals LLC.

ESSENTIAL RESPONSIBILITIES:

1. Monitors all transportation operations
2. Interviews and hires new employees
3. Supervise and Evaluate employees
4. Maintain fiscal responsibilities
5. Establish and maintains relationships with contracted partners
6. Identifies issues and coordinates service for transportation program
7. Performs requirements for licensures and inspections
8. Maintains and monitors company budget
9. Promotes the company's mission and needs and recognizes member contributions to both internal and external audiences
10. Participates in local training opportunities
11. Assist with maintaining a safe work environment
12. Intermittent travel throughout local county and state as needed
13. Daily coordination with Program Manager & Driver Manger to ensure company effectiveness and program accuracy; helps to identify and address any company needs

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SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION

POSITION TITLE: Driver Manager

REPORTS TO: President

GENERAL STATEMENT OF DUTIES: Works closely with President and Program Manager to ensure safety and the highest quality of transportation services.

ESSENTIAL RESPONSIBILITIES:

1. Trains and oversees drivers
2. Coordinates with Program Manager & President to assure accurate scheduling
3. Addresses any concerns with vehicles immediately
4. Reports incidents to Program Manager immediately
5. Keeps daily transportation log and reviews/submits to Program Manager daily
6. Reviews all vehicle inspection logs
7. Organizes & monitors vehicle maintenance program
8. Safely transports passengers in a timely manner
9. Conducts daily vehicle inspections
10. Promotes the company's mission and needs and recognizes member contributions to both internal and external audiences.
11. Participates in local training opportunities.
12. Assist with maintaining a safe work environment.
13. Intermittent travel throughout local county and state as needed
14. Other duties as assigned.

QUALIFICATIONS:

1. Ability to interact with others
2. Ability to manage employees
3. Ability to follow instructions and work independently.
4. Ability to read and understand procedures, manuals, correspondence and general text.
5. Ability to maintain discretion with confidential data.
6. Valid Ohio Driver's License and less than 5 points on driving record.
7. Must be able to meet requirements for criminal back ground check (Ohio Bureau of Criminal Identification & Investigation and FBI).
8. Must be able to pass random drug screenings.
9. Must be able to obtain CPR & First Aid Certificate upon hire
10. Must be able to pass the Passenger Assistance Course upon hire

MINIMUM EDUCATIONAL/LICENSURE REQUIREMENTS: Management experience preferred. Must have at least two years of experience in transportation services.

MINIMUM EXPERIENCE REQUIREMENTS: Customer service experience. Must be knowledgeable with general geography of Ashtabula County.

PHYSICAL REQUIREMENTS: Ability to operate a vehicle within and outside of assigned county.

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SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION

POSITION TITLE: Driver

REPORTS TO: Driver Manager

GENERAL STATEMENT OF DUTIES: Works closely with Driver Manager to provide vehicle safety and reliable transportation.

ESSENTIAL RESPONSIBILITIES:

1. Conducts daily vehicle inspections
2. Addresses any concerns with vehicles immediately
3. Reports incidents to Driver Manager immediately
4. Keeps daily transportation logs and reviews/submits to Program Manager daily
5. Provides transportation for passengers and assist them as needed
6. Maintain vehicle and shop cleanliness
7. Participates in local training opportunities.
8. Intermittent travel throughout local county and state as needed
9. Other duties as assigned.

QUALIFICATIONS:

1. Ability to interact with others
2. Ability to manage employees
3. Ability to follow instructions and work independently.
4. Ability to read and understand procedures, manuals, correspondence and general text.
5. Ability to maintain discretion with confidential data.
6. Valid Ohio Driver's License and less than 5 points on driving record.
7. Must be able to meet requirements for criminal back ground check (Ohio Bureau of Criminal Identification & Investigation and FBI).
8. Must be able to pass random drug screenings.
9. Must be able to obtain CPR & First Aid Certificate upon hire
10. Must be able to pass the Passenger Assistance Course upon hire

MINIMUM EDUCATIONAL/LICENSURE REQUIREMENTS: Must have at least two years of experience in transportation services.

MINIMUM EXPERIENCE REQUIREMENTS: Customer service experience. Must be knowledgeable with general geography of Ashtabula County.

PHYSICAL REQUIREMENTS: Ability to operate a vehicle within and outside of assigned county.

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SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION

POSITION TITLE: NET Project Director Manager

GENERAL STATEMENT OF DUTIES:

Works closely with President to oversee program operation, budget and data tracking associated directly with ACDJFS funded transportation programs and other contracts. Works closely with Driver Manager to monitor daily dispatch and drivers.

ESSENTIAL RESPONSIBILITIES:

1. Oversees admin portion of NET transportation programs
2. Reviews & monitors transportation schedule and communicates with Driver Manager as needed.
3. Communicates with passengers when necessary in regards to trip information or to address any issues/complaints
4. Coordinate with other local transportation providers to ensure shared geography
5. Daily communication with local social service providers for transportation referrals and other necessary program communications.
6. Records and monitors transportation data daily
7. Coordinates with contracted partners to assure effectiveness of program
8. Maintains local program slips and provides documentation to funding providers monthly
9. Works with President to monitor budget/ funds for program transportation implementation;
10. Maintains paperwork for funding sources as needed; Enters data and extracts reports for local grant reports
11. Promotes the company's mission and needs and recognizes member contributions to both internal and external audiences.
12. Organizes pre-employment screening for new hires and other HR related tasks
13. Prepares documentation and reports for licensures and audits as needed

QUALIFICATIONS:

1. Ability to interact with others
2. Ability to perform basic arithmetic, including percentages and averages with a calculator
3. Ability to follow instructions and work independently
4. Ability to read and understand procedures, manuals, correspondence and general text
5. Ability to maintain discretion with confidential data
6. Valid Ohio Driver's License, reliable transportation
7. Must be able to meet requirements for criminal background check (Ohio Bureau of Criminal Identification & Investigation and FBI)
8. Ability to learn scheduling software program

MINIMUM EDUCATIONAL/LICENSURE REQUIREMENTS: Bachelor's degree preferred. Five years' experience in office and/program management.

MINIMUM EXPERIENCE REQUIREMENTS: Customer service experience. Proficient with Microsoft Office programs, especially Word and Excel. Must be knowledgeable with local social services agencies in Ashtabula County.

PHYSICAL REQUIREMENTS: Ability to travel within and outside of assigned county.

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SUNSET TRANSPORTATION AND RENTALS LLC
JOB DESCRIPTION

POSITION TITLE: NET Program Assistant
(vacant—position currently being split between Driver Manager & Program Manager)

GENERAL STATEMENT OF DUTIES: Works closely with Program Manager, Drivers, Driver Manager, and President to assure program efficiency.

ESSENTIAL RESPONSIBILITIES:

1. Takes incoming calls for transportation dispatching and forwards calls to Driver Manager or Program Manager when applicable
2. Monitors daily dispatching via our scheduling software and makes changes when needed within a timely manner
3. Assists Driver Manager with daily schedules
4. Communicates with drivers as needed
5. Communicates with passengers when necessary in regards to trip information or to address any issues/complaints
6. Assist Program Manager and President as needed
7. Organizes paperwork including but not limited to: receipts, driver files, transportation logs, daily inspection forms, and other documentation as needed (this can be on a weekly basis)
8. Participates in local training opportunities
9. Intermittent travel throughout local county as needed
10. Other duties as assigned

QUALIFICATIONS:

1. Ability to interact with others
2. Ability to navigate email
3. Ability to learn scheduling software program
4. Ability to perform basic arithmetic, including percentages and averages with a calculator
5. Ability to follow instructions and work independently
6. Ability to read and understand procedures, manuals, correspondence and general text
7. Ability to maintain discretion with confidential data
8. Valid Ohio Driver's License, reliable transportation
9. Must be able to meet requirements for criminal back ground check (Ohio Bureau of Criminal Identification & Investigation and FBI)

MINIMUM EDUCATIONAL/LICENSURE REQUIREMENTS: Two years' experience in office/admin setting.

MINIMUM EXPERIENCE REQUIREMENTS: Customer service experience. Proficient with Microsoft Office programs.

PHYSICAL REQUIREMENTS: Ability to work from home and travel within and outside of assigned county.

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Exhibit II
(Fee Schedule)

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Sunset Transportation
Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile	$ 3.45	Unit Rate of $3.45 per mile for each trip with mileage beginning at the Base Lot at: 4690 Lake Rd E, Geneva, Ohio; and, with mileage ending when the vehicle returns to the Base Lot.
Round Trip	$ 3.45	A round trip begins at Base Lot, picks up passenger, takes the passenger to their destination, returns the passenger to their home, and returns to the Base Lot.
Wait Time	$ 0.45	Wait time will be calculated as follows: The first 5 minutes are free, and each minute thereafter will be $0.45 a minute, not to exceed 480 minutes (8 hours) per trip. If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Geneva. This charge is per trip not per passenger.
Shared Rides	NA	A Shared Ride will be divided equally among the passengers. Total Mileage ÷ Number of Passengers = Cost per Passenger per Trip.

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Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **SUNSET TRANSPORTATION**
Date: **8/16/2024 3:15:47 PM**

This search produced the following list of **0** possible matches:

Name/Organization	Address

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **$187,500.00**, and free from any previous encumbrances.

Agreement Title: A **Health Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Sunset Transportation & Rentals, LLC**.

DocuSigned by:

181F4CE35A6C459...

David Thomas
Ashtabula County Auditor

Date: 9/9/2024