

CHILD SUPPORT
PROTECTIVE SERVICES
WORKFORCE & FAMILY SERVICES

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INVITATION TO BID (ITB) FOR SENECA COUNTY DEPARTMENT OF JOB & FAMILY SERVICES TRANSPORTATION SERVICES

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General Overview

Seneca County Department of Job & Family Services (SCDJFS) is soliciting bids for vendor(s) to provide transportation services to customers of SCDJFS.

The desired term of this agreement between SCDJFS and the selected vendor(s) will be through December 31, 2024. SCDJFS may extend a contract for services related to this ITB process for two (2) additional 12-month periods upon mutual consent of the parties and contingent upon the availability of funding and successful contract performance of the vendor. Either party may terminate this agreement for any reason following thirty (30) days written notice.

Timetable

11/20/2023	Date ITB was released	
11/20/2023	Bid Publication Date	
12/6/2023	Deadline for Submitting Questions	
12/6/2023	Deadline for Submitting Bids	
12/8/2023	Bid Opening	
By 12/12/2023	Vendor Notification	
1/1/2024	Vendor Starting Date	

Contact Person

Stefanie Gosche, Fiscal Specialist 2 Seneca County Department of Job & Family Services 900 E. County Rd. 20 Tiffin, OH 44883 419-447-5011 Ext. 2376 Stefanie.Gosche@ifs.ohio.gov

Vendor Disclosures

Vendor must provide a disclosure of any pending or threatened court actions and/or claims against the vendor. This information may not cause rejection of the proposal; but withholding the information may be cause to reject the proposal and/or termination of any potential contract.

Conflict of Interest

No vendor will promise or give to any SCDJFS employee anything of value that could influence that employee in their decision on awarding contracts. No vendor will try to influence an employee of SCDJFS to violate any procurement policies of the agency, the Ohio Revised Code, or Federal Procurement Regulations.

Contractual Requirements

- As a condition of receiving a contract with SCDJFS, the contractor, and any
 subcontractor(s), shall certify compliance with any court order for the withholding of
 child support which is issued pursuant to sections of 3121 of the ORC. The contractor,
 and any subcontractor(s), must also agree to cooperate with SCDJFS and any Ohio Child
 Support Enforcement Agency in ensuring that the contractor or employees of the
 contractor meet child support established under state law.
- By signing a contract with SCDJFS, a vendor agrees that all necessary insurance is in effect.
- By signing a contract with SCDJFS, a vendor always agrees that during the contract period all transporters will carry a valid driver's license.
- The selected contractor(s) shall be required to comply with prevailing wage standards, as established in ORC 4115.03 to 4115.16.
- ORC Section 9.24 prohibits SCDJFS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a bid, the vendor warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under R.C. 9.24 prior to the award of any contract arising out of the ITB without notifying SCDJFS of such finding. SCDJFS will review the Auditor of State's website prior to completion of evaluations of bids submitted pursuant to this ITB. SCDJFS will not evaluate a bid from any vendor whose name or the name of any of the subcontractors proposed by the vendor, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.
- FAR Subpart 9.405(d) requires SCDJFS to review the Federal Excluded Parties Lists System prior to the award of any contract arising out of the ITB. SCDJFS will not evaluate a bid from any vendor whose name or the name of any subcontractors proposed by the vendor appears on the Federal Excluded Parties List.
- The vendor is willing to provide SCDJFS any necessary employee information so that SCDJFS may conduct background investigations to determine that no vendor (or its service provider) employees represent any potential conflict of interest that may compromise the safety of SCDJFS customers. The vendor will be required to obtain BCI background checks, at their cost, for all employees transporting SCDJFS clients. Records must be always available to SCDJFS for review. A list of all employees should be included with the ITB.

- The vendor shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.
- The vendor shall submit within ten (10) days of the end of each month an accurate and complete invoice to the SCDJFS for services provided during the previous month. SCDJFS will review all invoices for accuracy before making payment within 30-45 days after receipt of invoice. Invoices should be submitted in the format as prescribed by SCDJFS.
- This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Either party SCDJFS, or the vendor, upon thirty (30) days written notice given by either party to the other may terminate this contract.
- SCDJFS, with cooperation of the vendor will complete periodic monitoring and review
 activities as deemed necessary by SCDJFS to ensure compliance with the terms of the
 contract. The continuation of the contract shall be contingent upon the achievement of
 the objectives contained in the contract.
- The vendor shall not be relieved of liability to SCDJFS for damages sustained by SCDJFS by virtue of any breach of contract by the vendor. SCDJFS reserves the right to legal, administrative, and contractual remedies for damages sustained by SCDJFS by virtue of any breach of the contract by the vendor. SCDJFS may withhold any compensation from the vendor until the amount of damages due from the vendor is agreed upon or otherwise terminated.
- The vendor agrees that there shall be no discrimination against any customer or any
 employee because of race, color, sex, religion, disability, national origin, or any other
 factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973
 and subsequent amendments. It is further agreed that the vendor will comply with all
 appropriate federal and state laws regarding such discrimination.
- The vendor shall retain and make available for audit by SCDJFS, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States government all records relating to the service provided under this agreement and supporting documentation for invoices submitted to SCDJFS by the vendor for so long as any of the above entities have the right to audit the books and records of SCDJFS which, in all events shall be no less than a minimum of three (3) years after payment under this agreement. If an audit begins during this period, the vendor shall retain such records until the conclusion of the audit and resolution of all related issues.

- The vendor shall perform its obligation under this contract in conformity with all applicable local, state, and federal rules, laws, and regulations. The requirements include but are not limited to the following, when applicable:
 - Clean Air Act: requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h)
 Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40CFR Part 15.
 - Debarment and Suspension: Requiring compliance with Executive Orders 12549 and 12689
 - Lobbying: requiring compliance for anti-lobbying provisions of 31 USC 1352.
 - Anti-Kickback Act: requiring compliance with the Copeland Anti-Kickback Act 18
 USC 874 as supplemented in Department of Labor regulations 29 CFR Part 3.
 - Contract Work Hours and Safety Standard Act: requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations at 29 CFR part 5.
 - Davis-Bacon Act: requiring compliance with Davis-Bacon Act, 40 USC 276 and
 327 to 330 as supplemented by Department of Labor regulations at 29 CFR Part
 5.
 - Energy Policy and Conservation Act: requiring compliance with the Energy Policy and Conservation Act (PL94-165).

Vendor Examination of the Bid

Vendors are expected to be familiar with the entire ITB. The vendor is expected to respond to the ITB in a manner that makes it clear they understand and have responded to all sections of the ITB.

If a vendor discovers any mistakes or omissions in the ITB they must notify Stefanie Gosche of SCDJFS in writing. Clarifications and corrections will be sent to all vendors who have registered with the agency.

Changes to ITB

SCDJFS may make changes to this ITB no later than November 27, 2023, at 4:00 p.m. by sending changes to all vendors who register for the bid. Revision and additions to any ITB will be provided to all registered vendors.

Availability of Funds

This ITB and all agency contracts are contingent on the availability of funds. If, during the ITB process, funds are not available for the proposed services, the ITB process will be canceled. The vendor will be notified at the earliest possible time. SCDJFS is not required to compensate the vendor for any expenses incurred because of the ITB process.

Communication Protocol

Stefanie Gosche will serve as the contact person. The contact information is provided below for submission of bids or inquiries. Questions must be submitted by e-mail prior to 12/6/2023, to the attention of Stefanie Gosche, Stefanie.Gosche@ifs.ohio.gov. This is the only acceptable method of inquiry during this ITB. It is the responsibility of each vendor to provide an e-mail address so that an appropriate and timely response may be supplied.

Communication from the issuance date of the ITB to the date that an actual contract is let is to be limited. Please reference protocol guidelines below:

- Written questions received via e-mail to the designated contact person are then shared with all registered vendors.
- Revision and additions to any ITB will be provided to all registered vendors.
- SCDJFS reserves the right to modify the submission process and timeline, as well as, to cancel any part of this ITB without prior notice.
- Any error, omission or discrepancy noted by a vendor must be communicated immediately to the SCDJFS contact person, and a request for clarification or modification of the document. Any modifications to the ITB will be issued to all registered vendors, while maintaining anonymity as to the source of the request.
- Vendors that are aware of errors and do not report such, submit at their own risk.
 Unreported errors will not entitle the vendor to additional compensation.

Preparation of Bid

Bids must provide a clear picture of the vendor's qualifications to provide the services requested in the ITB. The vendor should respond to the ITB instructions and requirements. The bid must include all costs that relate to the responses submitted.

All bids become the property of SCDJFS to use. All bids will be considered public information and will be open for inspection.

The bid solicitation does not constitute an offer. Acceptance of bids for review does not commit SCDJFS to award a contract. The costs of creating bids are the responsibility of the vendor and shall not be chargeable to SCDJFS. The vendor must guarantee the pricing listed in the bid will remain in effect for a minimum of 120 days after the bid submission date. SCDJFS reserves the right to award contracts to a single applicant, multiple applicants, or to reject all bids received. SCDJFS reserves the right to negotiate services and costs on all bids received or to cancel in part or in its entirety this bid solicitation.

Bids containing false or misleading statements may be rejected.

The bid must be signed by an individual who is authorized to contractually bind the vendor. The signature must indicate the title or position the individual holds in the vendor's organization. All unsigned bids will be rejected.

Vendors must deliver a signed original bid and 2 duplicates of the entire written bid to Seneca County Department of Job and Family Services, 900 E. County Rd. 20, Tiffin, OH 44883 no later than 4:00 p.m. on December 6, 2023. All bids must be submitted in a sealed envelope bearing vendor name/organization as well as "TRANSPORTATION BID." "TRANSPORTATION BID" MUST BE CLEARLY MARKED ON THE PACKAGE. A receipt will be issued for all bids received in person. Bids received after the deadline will not be considered. If having the bid delivered, the vendor should use certified or registered mail, UPS, or Federal Express with return receipt requested. Faxes, e-mailed, or standard mailed bids will not be accepted.

All vendors must carefully review their final bids. Once opened, bids cannot be changed; however, SCDJFS may request information or respond to inquiries for clarification purposes only.

SCDJFS reserves the right to reject any or all proposals. The recommendation of SCDJFS staff, SCDFJS Director, and/or Seneca County Board of Commissioners shall be final.

Written notification will be made to all vendors who submit a bid. If a successful vendor fails to execute the contract, SCDJFS may award the contract to another vendor whose bid met the requirements of the ITB and any addenda. The period within which such an award of the contract may be made shall be subject to the written agreement between SCDJFS and the vendor.

Bid Selection

Bid selection does not guarantee a contract for services will be awarded. Prospective vendors are advised that an offer may be initiated after a review of the bid received by SCDJFS and members of a bid review team.

Bids submitted in response to this bid solicitation must comply with the specifications stated herein. At the option of SCDJFS, all the aspects of the successful vendor's bid will become contractual obligations if acquisition action ensues. Failure of the successful vendor to accept these obligations in the contractual agreement may result in cancellation of the award.

All bids will be evaluated based on the criteria in the ITB.

The Invitation to Bid (ITB) does not constitute an offer. Acceptance of bids for review does not commit SCDJFS to award a contract, nor is it liable for any costs incurred in the preparation of bids. SCDJFS reserves the right to award contracts to a single applicant, multiple applicants or to reject all proposals received. Additionally, SCDJFS reserves the right to cancel in part or entirety this ITB.

The applicant understands and agrees that any subsequent contract or agreement resulting from a successful bid may be amended at any time by written instrument, agreed to, and signed by all parties.

Any additional services that the vendor includes in the response to this bid solicitation will be considered.

The vendor shall submit monthly accurate and complete invoice to SCDJFS for services provided during the previous month. SCDJFS will review all invoices for accuracy before making payment within 30-45 days after receipt of invoice. Invoices should be submitted in the format as prescribed by SCDJFS.

If SCDJFS and the vendor are unable to successfully come to terms regarding the contract, SCDJFS reserves the right to terminate contract discussions with the bidder. If this happens, SCDJFS reserves the right to select another bidder from the bid process, cancel the ITB or reissue the ITB.

Confidentiality and Security

Any vendor that has access to confidential information will be required to keep that information confidential. Disclosure of information to any party beyond SCDJFS personnel and court of law without written consent of the party served is prohibited.

As a condition of receiving a contract from SCDJFS, the contractor, and any subcontractor(s) will be required to comply with 42 USC Sections 1320 d through 1320d-8, and to implement regulations at 45 CFR Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of SCDJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto. The selected vendor(s) can reasonably anticipate HIPAA language in the contract that results from the ITB.

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

Scope of Service

The purpose of this agreement is to provide transportation services to customers of Seneca County Department of Job and Family Services.

The Seneca County Department of Job and Family Services shall assist the vendor in the following manner:

- SCDJFS will provide a Transportation Authorization Form and/or post available transports on web-based trip assignment system provided by JFS that will provide all the following information:
 - Customers Name
 - Pickup Address
 - Destination Address
 - Any additional stops
 - If a child safety seat is required
 - Approved dates for transportation
 - Destination time if available
 - If one way or round trip is approved
 - o If trip is a will call
- SCDJFS will not reimburse for no show trips.

The vendor will provide the following:

- The vendor guarantees to transport customers to medical appointments by the provided time.
- The following behaviors will not be permitted by drivers or passengers while on board any vehicle:
 - Smoking
 - Eating or Drinking
 - Consumption of alcoholic beverages
 - o Rude, offensive, abusive language or behavior
 - Sexual harassment
 - Carrying concealed weapon
- The vendor will indemnify and hold harmless Seneca County Department of Job and Family Services against any loss, penalties, damage, settlements, costs, professional fees, and/or related expenses incurred through the provision of services.
- The vendor shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of any executed contract, Workers' Compensation Insurance. A copy of the document evidencing Workers' Compensation shall be furnished to SCDJFS prior to commencement of services provided by the vendor.
- The vendor agrees to obtain and maintain at their expense, always throughout the term
 of this contract liability insurance with an insurance company licensed in the State of
 Ohio. The vendor shall furnish to SCDJFS upon execution of a contract, a Certificate of
 Insurance. The vendor shall maintain physical damage, collision, and liability insurance
 on all vehicles utilized to provide service.

The vendor agrees that as a condition to any contract, there shall be no discrimination
against any client or any employee because of race, color, sex, religion, disability,
national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964,
Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the
Vendor will comply with all appropriate federal and state laws regarding such
discrimination.

Required Elements of Proposal

The successful vendor will include all the following elements in their proposal:

- A cover sheet or transmittal letter must be included in the proposal. The cover sheet or transmittal letter must be on agency/organization letterhead and signed by the individual authorized to legally bind the agency/organization to fulfill the contractual obligations agreed upon by SCDJFS and the successful vendor. The cover sheet or transmittal letter must incorporate the following elements:
 - a. A statement indicating the legal entity tax status of the agency/organization responding to the bid solicitation.
 - b. The name, title, address, telephone, e-mail, and FAX number of the individual to be contacted by SCDJFS, if it should be deemed necessary at any time during the proposal solicitation review and selection process.
 - c. A statement regarding the vendor's qualifications and experience must be included within the cover sheet or transmittal letter.
- 2. Any vendors proposing to use a subcontractor for any part of the work described in the ITB must clearly identify the subcontractor(s) and their tasks in their bid. The bid must include a letter from the proposed subcontractor(s) and their tasks in their bids. The bid must include a letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor indicating the following:
 - a. The subcontractor's legal status, federal tax ID number, and principal business address.
 - b. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations.
 - c. A complete description of the work the subcontractor will do.
 - d. A commitment to do the work if the vendor is selected.
 - e. A statement that the subcontractor has read and understands the ITB, the nature of the work, and the requirements of the ITB.

There may be no dollar amounts of any kind included with subcontractor information, inclusion of dollar amounts will result in disqualification of the primary vendor's entire bid.

3. An overview of the proposed services and bid to be provided by the vendor should include a detailed response to each of the following:

- a. Vendor should state the regular hours of operation and when transportation will not be available, such as specific holidays.
- b. Vendor should indicate the range of service that transportation services would be available. For example, within 100-mile radius of the city limits of Tiffin or round trips to Columbus or Toledo.
- c. Indicate the fees for services at a price per mile using Google Maps for mileage calculation.
- d. Vendors should describe/define each fee per service in their proposal.
- e. A statement of the vendor's willingness to comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of any executed contract, Workers' Compensation Insurance. A copy of the document evidencing Workers' Compensation shall be furnished to SCDJFS prior to commencement of services provided by the vendor.
- f. A statement of the vendor's willingness to obtain and maintain at their expense, always throughout the term of this contract, liability insurance with an insurance company licensed in the State of Ohio. The vendor shall furnish to SCDJFS upon execution of a contract, a Certificate of Insurance. The vendor shall maintain physical damage, collision, and liability insurance on all vehicles utilized to provide service.
- g. A list of active employees along with their BCI background checks. Vendor will conduct background investigations on other required sites to determine that contract employees do not represent any potential conflict of interest that may compromise the safety of SCDJFS customers.
- h. The vendor's policy on transportation of customers under the age of eighteen, not accompanied by an adult.

Bid Opening

The bid opening and notation will be held December 8, 2023, at 1:00 p.m. at the Seneca County Department of Job and Family Services, 900 E. County Rd. 20, Tiffin, Ohio 44883. Approved vendors will be notified at a later date.

Method of Scoring

All bids will be scored using the following methodology:

- Availability/Hours of Operation (20 points)
- Range of Service (20 points)
- Cost/Fee per Service (30 points)
- Qualifications and Experience (30 points)

The maximum total score is 100 points.

Vendors that do not meet all requirements of the ITB will not be scored.

Protests

Any potential, or actual, vendor objecting to the award of a contract resulting from the issuance of the ITB may file a protest of the award of the contract, or any other matter relating to the process of soliciting the bids. Such a protest must comply with the following guidelines:

- 1. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from the ITB. The protest shall be in writing and shall contain the following information:
 - a. The name, address, and telephone number of the protester.
 - b. The name and release date of the ITB being protested.
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents.
 - d. A request for ruling by SCDJFS.
 - e. A statement as to the form of relief requested from SCDJFS; and
 - f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- 2. A protest based on alleged improprieties in the issuance of the ITB or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of bids shall be filed no later than 4:00 p.m. the closing date for receipt of bids, as specified in the Timetable of this ITB for the protest to be considered timely by SCDJFS.
- 3. An untimely protest may be considered by SCDJFS if SCDJFS determines that the protest raises issues significant to the agency's procurement system. An untimely protest is one received by the SCDJFS Director after the time set from in Item 2. Of this section.
- 4. All protests must be filed at the following location:

Seneca County Department of Job & Family Services

Attn: Director

900 E. County Rd. 20

Tiffin, OH 44883

- 5. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of SCDJFS determines that a delay will severely disadvantage the Agency. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- 6. The SCDJFS Director shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether the protest will be considered.

Attachments

A. ITB Scoring Sheet
Attachment A- ITB Scoring Sheet (to be completed by SCDJFS review committee)

REQUIRED ELEMENTS OF THE BID

Cover Sheet or transmittal letter includes all the following elements:

Cover Sheet or transmittal letter is on agency/organization letterhead	
and signed by the agency/organization's representative	Yes or No
A statement indicating the legal entity tax status of the	
agency/organization responding to the bid solicitation	Yes or No
The name, title, address, telephone, e-mail, and FAX number of the	
individual to be contacted by SCDJFS	Yes or No
A statement regarding the vendor's qualifications and experience	Yes or No

If any of the above categories is marked No, do not continue.

Vendor has not met all requirements of the ITB, and their bid will not be scored.

Any vendor proposing to use a subcontractor for any part of the work described in the ITB has included a letter from the proposed subcontractor. This letter includes all the following elements:

This section should only be marked N/A for any vendor that is not proposing to use a subcontractor.

The subcontractor's letter is signed by a person authorized to legally	
bind the subcontractor	Yes or No
A statement indicating the subcontractor's legal status, federal tax ID	
number, and principal business address	Yes or No
The name, phone number, and fax number of the person who is	
authorized to legally bind the subcontractor to contractual obligations	Yes or No
A complete description of the work of the subcontractor	Yes or no
A commitment to do the work if the vendor is selected	Yes or No
A statement that the subcontractor has read and understands the	
ITB, the nature of the work, and the requirements of the ITB	Yes or No

If any of the above categories is marked No, do not continue.

Vendor has not met all requirements of the ITB, and their bid will not be scored.

An overview of the proposed services to be provided by the vendor must include a detailed response to the following:

Vendor has stated the regular hours of operation and when transportation will not be available, such as specific holidays	Yes or No
·	163 01 110
Vendor has indicated the range of service that transportation services would	
be available	Yes or No
Vendor has indicated a fee per service	
	Yes or No
Vendor has included a statement of willingness to comply with the laws of the	
State of Ohio relating to insurance coverage and shall carry and keep in full	
force, during the performance of any executed contract, Workers'	
Compensation Insurance. A copy of the document evidencing Workers'	
Compensation shall be furnished to SCDJFS prior to commencement of	
services provided by the vendor	
	Yes or No
Vendor has included a statement of willingness to obtain and maintain at	
their expense, always throughout the term of this contract liability insurance	
with an insurance company licensed in the State of Ohio. The vendor shall	
furnish to SCDJFS upon execution of any contract, a Certificate of Insurance.	
The vendor shall maintain physical damage, collision, and liability insurance	
on all vehicles utilized to provide service	Yes or No
Vendor has included BCI background checks for all employees and the	103 01 110
i vendor has included but hackpround checks for all employees and the	
, ,	
necessary employee information so that SCDJFS may conduct background	
necessary employee information so that SCDJFS may conduct background investigations to determine that vendor employees do not represent any	
necessary employee information so that SCDJFS may conduct background	Yes or No

If any of the above categories is marked No, do not continue.

Vendor has not met all requirements of the ITB, and their bid will not be scored.

TB SCORING	
All bids will be scored using the following methodology:	
Availability/Hours of Operation Please note any exceptions:	
	Points
Range of Service	
Please note any exceptions:	
	20
	Points Possible
Cost/Fee per Service	
Please note any exceptions:	
	30
	Points Possible
Qualifications and Experience	,
Please note any exceptions:	
	30
	Points
	Possible