

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2012

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
Dennis Stapleton, President
Ken O'Brien, Vice President
Tommy Thompson, Commissioner

RESOLUTION NO. 12-884

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 30, 2012:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 30, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

Tim Backus, Westerville Area Resident
-Would Like To See Some Trees Planted Along The West Side Of Tussic Road To Replace The Established Trees That Were Removed When Tussic Road Was Widened A Few Years Ago

ELECTED OFFICIAL COMMENT

DENNIS LECKRON,
OHASHI TECHNICA'S ADMINISTRATOR

RESOLUTION NO. 12-885

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0905:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0905 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Windstream	911 Communications 12-697	21411306-5410	\$ 5,258.00
Westech	Alum Creek Clarifier	66211904-5201	\$ 8,150.00

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 12-886

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

The Administrative Services Department request for Dawn Huston attend a Continuing Education Workshop for CEU's in Marion, Ohio September 11, 2012; at the cost of \$70.00

The Administrative Services Department request for Dawn Huston attend a Continuing Education Workshop for CEU's in Lewis Center, Ohio September 25, 2012; at the cost of \$50.00

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-887

IN THE MATTER OF APPROVING AN AMENDMENT TO THE MEMORANDUM OF

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UNDERSTANDING BETWEEN THE DELAWARE, HANCOCK, KNOX, MARION, MORROW, SANDUSKY, AND WOOD COUNTY BOARDS OF COMMISSIONERS AND THEIR RESPECTIVE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FOR THE COLLABOR8 PILOT PROJECT CALL CENTER SOLUTION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, the Director Of Jobs & Family Services recommends approval of the Amendment To The Memorandum Of Understanding Between The Delaware, Hancock, Knox, Marion, Morrow, Sandusky, And Wood County Boards Of Commissioners And Their Respective County Department Of Job And Family Services For The Collabor8 Pilot Project Call Center Solution;

Therefore, be it resolved that the Delaware County Board Of Commissioners approve the Amendment To The Memorandum Of Understanding Between The Delaware, Hancock, Knox, Marion, Morrow, Sandusky, And Wood County Boards Of Commissioners And Their Respective County Department Of Job And Family Services For The Collabor8 Pilot Project Call Center Solution.

AMENDMENT

THIS AMENDMENT is made and entered into this 6th day of September 2012 by and between the Delaware, Hancock, Knox, Marion, Morrow, Sandusky, and Wood County Boards of Commissioners and their respective County Department of Job and Family Services, (collectively "Counties" or "Parties.")

WHEREAS, the Counties entered into a Collabor8 Pilot Project Memorandum of Understanding, effective July 1, 2011 and expiring June 30, 2012 (hereinafter the "MOU"); and

WHEREAS, the Counties desire to amend the MOU by extending its term for an additional five years; and

WHEREAS, the Counties agree that all other terms and conditions of the MOU shall remain unchanged.

NOW THEREFORE, the Parties hereto, each in consideration of the mutual promises and obligations assumed herein by the other, agree as follows:

WITNESSETH:

1. The Article II. Term of the MOU shall be amended and replaced in its entirety as set forth below:

Article II. Term
The term of this agreement is July 1, 2011 through June 30, 2017.

2. All other terms and conditions of the MOU shall remain unchanged.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-888

SETTING DATE AND TIME FOR REQUEST FOR PROPOSALS (RFP) / REQUEST FOR BIDS BY THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FOR TRANSPORTATION (TAXI) SERVICES:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, The Director Of Jobs & Family Services Recommends approval of the Request for Proposals (RFP)/Request for Bids by the Delaware County Department of Job and Family Services for Transportation (Taxi) Services;

Now Therefore Be It Resolved, That The Delaware County Board Of Commissioners approve the Request for Proposals (RFP)/Request for Bids by the Delaware County Department of Job and Family Services for Transportation (Taxi) Services.

**Legal Notice of
Request for Proposals (RFP) / Request for Bids
by the Delaware County Department of Job and Family Services
Delaware County, Ohio for Transportation (Taxi) Services**

Sealed bids will be received by the Delaware County Department of Job and Family Services, Delaware County, Ohio (hereinafter "DCJFS") c/o Steve Ehrle, Contracts Administrator, during standard business hours (8:15 a.m. to 4:30 p.m. Monday through Friday) until 1:00 pm. local time on 10/12/12 at the DCJFS Office located at 140 North Sandusky Street, Delaware, Ohio 43015 for an eighteen (18) month contract to provide taxi services for eligible customers. Bids received after this time and date shall not be considered. At 1:00 pm. on 10/12/12 at the DCJFS

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Office, Room 214, located at 140 North Sandusky Street, Delaware, Ohio 43015 bids will be publicly opened and read aloud. All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

The terms and conditions of this contract generally require the successful bidder to provide all labor, materials, and equipment necessary to perform the transportation (taxi) services.

A Request for Proposals (RFP) /Request for Bids Package containing the terms and conditions of this contract for transportation services, together with bid documents, can be obtained during regular business hours (8:15 a.m. to 4:30 p.m. Monday through Friday) until 1:00 pm. local time on 10/12/12 at the DCJFS Office located at 140 North Sandusky Street, Delaware, Ohio 43015 or by contacting Steve Ehrle, Contracts Administrator, (740)833-2337, or ehrles@odjfs.state.oh.us.

Proposals/bids must be submitted on bid forms contained in the Request for Proposals (RFP) / Request for Bids Package mentioned, shall contain the full name of each person, party, or parties submitting the proposal/bid and all persons interested therein, and shall be enclosed in sealed opaque envelopes addressed and submitted to Steve Ehrle, Contracts Administrator, Delaware County Job and Family Services, 140 North Sandusky Street, Delaware, Ohio 43015 and be marked: "Proposal/Bid for Transportation Services Contract."

A Pre-Bid Meeting will take place at the DCJFS Office, Room 214, located at 140 North Sandusky Street, Delaware, Ohio 43015, at 1:00 pm. Local time, on 09/25/12.

Each bidder is required to furnish with its proposal bid security in accordance with Section 307.88 and 153.54, et seq., of the Ohio Revised Code. The bid security shall be a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in an amount equal to five percent (5%) of the total price bid, conditioned that the bidder, if the bidder's bid is accepted, shall execute a contract in conformity with the Request for Proposals (RFP) /Request for Bids Package and the bid. Bid security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. All bid security shall be in favor of the Delaware County Board of Commissioners, Delaware County, Ohio.

The successful bidder cannot assign this contract.

Each bid must be accompanied by a complete statement of qualifications on the form which is included in the Request for Proposals (RFP) /Request for Bids Package.

Each prospective bidder shall be an equal opportunity employer.

To be eligible for consideration of award, a bidder must not have a disqualifying unresolved finding for recovery, as provided in Ohio Revised Code Section 9.24.

The successful bidder will also be required to certify compliance with Ohio Revised Code Section 3517.13 (contributions to office holders and/or campaign committee.) Certification shall be made by completing a "Certification/Affidavit in Compliance with O.R.C. Section 3517.13."

DCJFS reserves the right to select for recommendation to the Delaware County Commissioners the bidder deemed to be the lowest and best bidder, as determined by DCJFS and/or its representative(s), to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of the Request for Proposals (RFP) /Request for Bids Package and to award the bid in the manner deemed to be in the best interest of DCJFS and Delaware County.

Section 1- Background and Purpose

1.1 Background

Delaware County Department of Job and Family Services (hereinafter, "DCJFS") has a mission to provide community support and help Delaware County families succeed by providing employment services, children's services and family resources. These services necessitate the need for DCJFS to fund transportation services (taxi services) for qualifying county families and residents to assist them with transitioning to self-sufficiency.

1.2 Purpose

The purpose of this Request for Proposals (RFP) /Request for Bids Package is to enter an eighteen (18) month contract to provide transportation (taxi) services for DCJFS customers in accordance with the provisions of this Request for Proposals (RFP) /Request for Bids Package. This contract is non-exclusionary and other private vendors of transportation may be utilized on a limited basis. The determination to use other private vendors will be based on geography, availability and overall cost effectiveness for specific and limited transportation needs of DCJFS customers.

Section 2 – Calendar of Events and Communications

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2.1 Calendar of Events

The following calendar of events is proposed. The dates in this proposed calendar are subject to change at the DCJFS discretion.

ACTION	DATE
Date(s) of Advertisement	09/12/12 and 09/19/12
RFP/Bid Issue	09/12/12
Pre-Bid Meeting	09/25/12
Written Questions Due	10/03/12
Answers to Questions Due	10/09/12
Bids/Proposals Due/Opened	10/12/12, 1:00pm local time
Intent to Award	10/16/12
Contract to Be Executed	10/22/12

2.2 Communications

2.2.1 Bid Submittal Process

Two (2) complete and signed, printed copies and one electronic copy (MS Word or PDF format) on a CD of each proposal/bid must be submitted for evaluation. Proposals/bids must be submitted on bid forms contained in this Request for Proposals (RFP) / Request for Bids Package, shall contain the full name of each person, party, or parties submitting the proposal/bid and all persons interested therein, and shall be enclosed in sealed opaque envelopes addressed and submitted to Steve Ehrle, Contracts Administrator, Delaware County Department of Job and Family Services, 140 North Sandusky Street, Delaware, Ohio 43015 and be marked: "Proposal/Bid for Transportation Services Contract." Proposals will be received during standard business hours (8:15 a.m. to 4:30 p.m. Monday through Friday) until 1:00 pm. local time on 10/12/12 at 140 North Sandusky Street Delaware, Second Floor, Ohio 43015. All proposals/bids must be received before/at 1:00 pm. local time on 10/12/12. Proposals/bids or unsolicited amendments to proposals received after such time, SHALL NOT BE CONSIDERED. Proposals must be either mailed or delivered to:

Steve Ehrle
Contracts Administrator
Delaware County Department of Job and Family Services
140 North Sandusky Street, Second Floor
Delaware, Ohio 43015

Proposals/bids will be opened and publicly read aloud at 1:00 pm. local time on 10/12/12 at the DCJFS office at 140 North Sandusky Street, Second Floor, Delaware, Ohio, 43015.

All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

2.2.2 Pre-Bid Meeting

A Pre-Bid Meeting will take place at the DCJFS Office located at 140 North Sandusky Street, Delaware, Ohio 43015, at 1:00 pm. local time on 09/25/12. Potential bidders may ask verbal questions at the pre-bid meeting.

2.2.3 Inquiries

DCJFS will accept written questions regarding the request for Proposals (RFP)/Request for Bids through 4:30 pm. local time, 10/03/12 at the address listed above in Section 2.2.1, or via email at ehrles@odjfs.state.oh.us Questions received after this date and time will not receive a response.

DCJFS will **not** respond to questions posed verbally, except as posed at the pre-bid meeting.

All questions and responses to such questions that are received by 4:30 pm. local time, 10/03/12 will be made available to the public by anonymously posting the questions and DCJFS response on the Delaware County web site, "Current Bids" section which can be accessed via the web link below:

<http://www.co.delaware.oh.us/bidinfo.htm>

2.2.4 Modifications / Amendments / Supplement(s) to Request for Proposals (RFP)/
Requests for Bids

DCJFS may modify, amend, or supplement this Request for Proposals (RFP)/Request for Bids at any time during the bidding process.

Modification(s), amendment(s), and/or supplements to this Request for Proposals (RFP) /Request for Bids Package will only be by written addendum issued by DCJFS.

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DCJFS will furnish addendums to all prospective contractors who have requested and received a copy of the Request for Proposals (RFP)/Request for Bids. Should DCJFS issue an addendum, the submission deadline, at the discretion of DCJFS, may be extended, if appropriate, to accommodate changes in proposal/bid content.

2.3 Ownership of Submitted Materials

All materials submitted to and accepted by DCJFS in response to this Request for Proposals (RFP) / Request for Bids shall become the property of DCJFS and will be retained by DCJFS in accordance with the Ohio Public Records Act and the Ohio Records Retention Act. The contents of the proposal may be subject to the Ohio Public Records Act, Section 149.43 of the Ohio Revised Code.

Section 3 – Specifications

3.1 Definitions

The following definitions apply to this Request for Proposals (RFP) /Request for Bids Package and related documents:

- A. "DCJFS" means the Delaware County Department of Job and Family Services.
- B. "Contractor" means the successful bidder and holder of a lawful contract to undertake transportation (taxi) services, as provided in this Request for Proposals (RFP)/Request for Bids. As used in these Specifications, "Contractor" also means the employees or representatives of the Contractor.

3.2 Term of Contract / Renewal

The term of the Contract shall be for eighteen (18) months, commencing 11/01/12 through 11/30/14.

Upon written agreement of the Parties, the Contract may be renewed for an additional eighteen (18) month period subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

3.3 Specifications/Requirements

A. Performance

The Contractor will provide transportation (taxi) services for DCJFS' customers and clients.

B. Costs

All costs are to be submitted based upon transportation rates submitted in Appendix A of this bid/proposal.

3.4 Compensation

The Contractor shall receive payment for services as follows:

- A. The Contractor shall provide proper invoices to DCJFS.
- B. Within thirty (30) calendar days following the month transportation services were provided, Contractor will be responsible for submitting an invoice with supporting detail in accordance section 3.5 of this RFP/Bid Package.
- C. The Contractor shall submit a hard copy of proper invoices directly to DCJFS, as follows:

Fiscal Department
Accounts Receivable
Delaware County Department of Job and Family Services
140 North Sandusky Street
Delaware, Ohio 43015

- D. The amount billed for a given period of service, not to exceed one month, on the invoices shall include all costs for transportation services for DCJFS customers and clients served based upon agreed upon rates.
- E. DCJFS shall have forty five (45) days after receipt of a proper invoice from the Contractor to pay such invoice.

3.5 Invoices

Invoices submitted to DCJFS will contain both summary information and supporting detail information.

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Invoice summaries will contain a minimum of the following:

Contractor's remit to name
 Contractor's remit to address
 Invoice number
 Invoice date
 Itemized dollar sub-total for in city (city of Delaware) trips
 Itemized mileage sub-total for in city (city of Delaware) trips
 Itemized dollar sub-total for in county (Delaware County) trips
 Itemized mileage sub-total for in county (Delaware County) trips
 Itemized dollar sub-total for out of county (outside of Delaware County) trips
 Itemized mileage sub-total for out of county (outside of Delaware County) trips
 Itemized dollar sub-total for Dead Runs / No Shows
 Itemized mileage sub-total for Dead Runs / No Shows
 Itemized dollar sub-total for Cancelled Trips
 Itemized dollar sub-total for Wait Time charges
 Invoice dollar amount total

Invoice supporting detail will contain a minimum of the following:

Service date (primary date ascending sort)
 Customer's First Name
 Customer's Last Name (secondary alphabetic ascending sort)
 Additional passengers on a given trip
 Trip Origination Point Address
 Trip Destination Point Address
 Actual Trip Miles
 Type of run (In city, In County, Out of County)
 Type of Special Charge (Dead Run, Cancellation, Wait Time)
 Actual Dollar Amount Charges for trip or special charge
 Trip Authorization Number (From DCJFS Trip Authorization forms)
 Invoice detail page number – requested format page # of # (ie. page 3 of 5)

3.6 Taxes, Discounts, and Credits

DCJFS and Delaware County, Ohio are exempt from taxes. Should DCJFS and Delaware County, Ohio be subject to any taxes, the Contractor will include all applicable taxes in bid prices less all discounts and refunds.

The contractor shall apply for all credits on behalf of DCJFS and Delaware County, Ohio.

3.7 Licenses

The Contractor shall procure at its own expense and maintain in full force and effect during the life of this contract, all licenses required by federal, state or local authorities relative to the performance of the terms and conditions set forth herein.

Each of the Contractor's employees operating a motor vehicle in connection with this Contract shall, at all times, have and carry appropriate, valid Ohio Driver's licenses for the type of vehicle they are driving and services they are providing.

3.8 Assignment / Subcontracts

The Contractor will not be permitted to assign or subcontract the Contract, or any part thereof, without first having obtained the written approval from DCJFS. Any assignment or subcontracting of the Contract or any part thereof shall not relieve the Contractor of any of its liabilities under the terms of the contract.

Number of Copies

Two (2) complete and signed, printed copies and one electronic copy (PDF or MS Word format) on a CD of each proposal/bid must be submitted for evaluation.

Proposal / Bid Requirements

Bidders shall use and submit the Bid Form included in the appendix of this Request for Proposals (RFP) / Request for Bids. Proposals/Bids shall include the following:

- A. Each bid shall contain the full name, address, telephone number, and other contact information for the person, firm or corporation submitting the bid.

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- B. The bid shall be signed by the person submitting the bid or by an authorized representative of the firm or corporation.
- C. Each proposal/bid shall contain a transportation services rate summary in accordance with the provisions of this Request for Proposals (RFP) /Request for Bids Package.
- D. Each bid proposal shall be accompanied by a complete Statement of Qualifications set forth on the form which is attached hereto and incorporated herein. The Bidder shall show on the Statement of Qualifications information as to why the bidder is qualified to perform the required transportation (taxi) services.
- E. Each proposal/bid shall be accompanied by a notarized and fully executed Non-Collusion Affidavit. The form for such Affidavit is attached hereto and incorporated herein.
- F. Each proposal/bid shall be accompanied by a notarized Affidavit which attests that:
 - The Bidder is charged or is not charged with any delinquent personal property taxes on the general tax list of the personal property of Delaware County, Ohio
 - The form for such Affidavit is attached hereto and incorporated herein.
- G. If the prospective bidder is a corporation, each proposal/bid shall be accompanied by a notarized and fully executed Affidavit indicating that the person that signs the proposal/bid and the Contract is authorized to sign on behalf of the corporation and bind the corporation. The form for such Affidavit is attached hereto and incorporated herein.
- H. Each proposal/bid shall be accompanied by a fully executed Non-Discrimination Clause. The form for such Non-Discrimination Clause is attached hereto and incorporated herein.
- I. Each prospective bidder is required to certify compliance with Ohio Revised Code Section 3517.13 (contributions to office holders and/or campaign committee.) Certification shall be made by completing a "Certification/Affidavit in Compliance with O.R.C. Section 3517.13." Such form is attached hereto and incorporated herein. Prospective bidders shall fully complete such form and such form shall accompany each proposal/bid.
- J. Each prospective bidder is required to provide a copy of their safety policy.

Forms

Bidders shall complete and submit with their proposal/bid all applicable forms in the appendix of this Request for Proposals (RFP) / Request for Bids.

Investigation by DCJFS

DCJFS may make such investigations as deemed necessary by DCJFS to determine the ability of the bidder to perform the work required to be performed by this Request for Proposals (RFP) / Request for Bids and the Contract. The Bidder shall furnish to DCJFS all such information and data for this purpose as DCJFS may request. DCJFS reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy DCJFS that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

Conflict of Interest

No personnel of the bidder may voluntarily acquire any personal interest that conflicts with their responsibilities under any contract entered pursuant to this Request for Proposals (RFP)/ Request for Bids. Additionally, the bidder will not knowingly permit any public official or public employee who has any responsibilities related to any contract entered pursuant to this Request for Proposals (RFP)/ Request for Bids to acquire an interest in anything or any entity under the bidder's control if such an interest would conflict with that official's or employee's duties. The contractor will disclose to DCJFS knowledge of any such person who acquires an incompatible or conflicting personal interest related to any contract entered pursuant to this Request for Proposals (RFP)/ Request for Bids. The contractor will take all legal steps to ensure that such a person does not participate in any action affecting the work under any contract entered pursuant to this Request for Proposals (RFP)/ Request for Bids, unless DCJFS has determined that in light of the personal interest disclosed, that that person's participation in any such action would not be contrary to the public interest.

Each proposal must include a statement indicating whether the bidder or any person(s) that work for the bidder in relation to any contract entered pursuant to this Request for Proposals (RFP)/ Request for Bids has a possible conflict of interest (e.g., employed by the State of Ohio, Delaware County, Ohio, DCJFS, work on a related Contract, or participation in the development of the specifications or requirements for this Request for Proposals (RFP)/Request for Bids Package) and, if so, the nature of that conflict. The DCJFS has the right to reject a proposal in which a conflict is disclosed or cancel the contract if any interest is later discovered that could give the appearance of a conflict.

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Bid Security (Bond)

Bidders shall submit with their completed proposal/bid bid security in the form of a bond or certified check, cashier's check, or money order in accordance with Section 307.88 and 153.54, et seq. as required in this Request for Proposals (RFP) / Request for Bids Package.

Mathematical Error

In the case of a price bid being substantially lower than other bids as the result of a mathematical or clerical mistake by a bidder in preparing its bid proposal, as opposed to a judgment mistake, DCJFS may, prior to award of bid, reject such a proposal upon presentation of a petition from the bidder accompanied by a sworn affidavit of error setting forth the error, the cause thereof, and sufficient evidence to substantiate the same as a mathematical or clerical mistake and not a mistake of judgment. The petition must be made in writing and filed with the DCJFS within two (2) business days after the bid opening.

Insurance and Workers Compensation Coverage

Bidders shall submit with their completed proposal/bid a copy and/or copies of proof(s) of insurance showing the insurance policies and amounts of coverage as required in this Request for Proposals (RFP) / Request for Bids Package.

Bidders shall also submit a certificate proving that the bidder and its agents and employees are covered by workers' compensation, employees' liability and/or the contractor's insurance in amounts sufficient to satisfy all claims that might arise from its acts or those of its employees and agents. The selected contractor is responsible for ensuring contractually that any subcontractors maintain workers' compensation insurance at all times during the term of the resulting contract.

Failure to maintain the required insurance coverage at any time during the term of any contract shall be deemed a material breach of the Contract. Such failure shall render the Contract void in its entirety, and the selected contractor shall not be entitled to any payment pursuant to the Contract or otherwise.

Failure to Submit Required Documents

The failure of a bidder to submit any documents required by this Request for Proposals (RFP) / Request for Bids and/or if any such submitted documents are not fully executed, such failure to submit or failure to fully execute such documents shall be grounds for rejection of the proposal/bid.

Section 5 – Proposal Evaluation and Award

5.1 Evaluation

A selection committee will evaluate the proposals/bids. The composition of the committee will remain consistent for all reviewed proposals/bids. Based on the committee's review of the submitted proposals/bids, the committee will make a recommendation to DCJFS. DCJFS will ultimately be responsible for selecting the winning proposal/bid(s).

Proposals will be evaluated on a point system using the following criteria:

Category	Maximum Possible Points
Cost Effectiveness	60
Qualifications	10
Capacity	10
Safety	10
Special Needs Capabilities	10
Total	100

The selection of the contractor will be based on the lowest/most cost effective and best bid as determined solely by DCJFS. In its selection process, DCJFS reserves the right to reject any and/or all bids and waive any defects in form that it determines are not material.

5.2 Award

The Contract will be awarded as follows:

- A. ALL BIDS OPENED SHALL BE FINAL. There shall be no oral interpretations of Bid Proposals from the floor.

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- B. DCJFS reserves the right to consider all elements entering into the question of determining the responsibility of the bidder, bidder's agents or representatives.
- C. Any bid proposal which, in the judgment of DCJFS, is incomplete, conditional, obscure, or which contains irregularities that affect the substance of the specifications and contents of the Bid Package, may be rejected.
- D. Award will be made to the lowest and best bidder. DCJFS reserves the right to select the bidder deemed to be the lowest/most cost effective and best bidder, as determined solely by DCJFS and/or its representative, to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of the Request for Proposal (RFP) /Request for Bids Package and to award the bid in the manner deemed to be in the best interest of DCJFS and Delaware County.
- E. The Contract shall be in writing.
- F. The Contract shall be in the form included in this Bid Package.
- G. Upon execution of the Contract, DCJFS shall return, in a timely manner, the bid guarantees/bonds of all unsuccessful bidders.
- H. The Contractor's bid guarantee/bond will be returned upon execution of the Contract.

Section 6 – Terms and Conditions

6.1 Contractor Acknowledgement

By submitting a proposal, the Contractor acknowledges that it has fully and completely read and reviewed this Request for Proposals (RFP) / Request for Bids, that it fully and completely understands this Request for Proposals (RFP) / Request for Bids Package, and agrees to be bound by all its terms, requirements and conditions.

The Contractor acknowledges and understands that any contract that results from a proposal/bid submitted pursuant to this Request for Proposals (RFP) / Request for Bids must be approved by DCJFS and the Board of Delaware County Commissioners.

6.2 Reservation of Rights

DCJFS reserves the following rights in relation to any submitted proposal/bid or any contract that results from a proposal/bid submitted pursuant to this Request for Proposals (RFP) / Request for Bids:

- A. DCJFS reserves the right to disqualify any proposal that takes exception to or limits the rights of DCJFS under this Request for Proposals (RFP) / Request for Bids Package and/or resulting contract.
- B. DCJFS reserves the right to refuse any proposal not properly submitted in accordance with the requirements of this Request for Proposals (RFP) / Request for Bids Package.
- C. DCJFS reserves the right to reject the selected proposal or other proposals at any time prior to execution of a contract.
- D. DCJFS reserves the right to cancel this Request for Proposals (RFP) / Request for Bids at any time.
- E. DCJFS reserves the right to reduce the scope of services required herein and to negotiate the price to reflect such change after award of the Contract has been made.
- F. DCJFS reserves the right to select for recommendation to the Delaware County Commissioners the bidder deemed to be the lowest/most cost effective and best bidder, as determined solely by DCJFS and/or its representative, to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of this Request for Proposals (RFP) / Request for Bids Package and to award the bid in the manner deemed to be in the best interest of DCJFS and Delaware County, Ohio.

6.3 Independent Contractor

The Contractor shall act in performance of this Contract as an independent contractor. As an independent contractor, the Contractor and/or its officers, officials, board, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of DCJFS, the Board of Delaware County Commissioners, and/or Delaware County, Ohio.

6.4 Indemnification

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The Contractor shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless DCJFS, the Board of Delaware County Commissioners, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contractor's, any subcontractor's, or any sub-subcontractor's performance of this Contract, including, but not limited to the performance or actions of the Contractor's, any subcontractor's, or any sub-subcontractor's officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively "Contracted Parties".) The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.
- B. The Contractor shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.
- C. To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contracted Parties performance of this Contract. The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

6.5 Insurance

The Contractor shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the Contractor shall present to DCJFS current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- A. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.
- B. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.

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- C. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least two million dollars (\$2,000,000.00) of coverage.
- D. Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for DCJFS, with coverage in an amount equal to that required by law and covering all sums which Contractor may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

DCJFS and the Delaware County Board of County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs B, C, and D above.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to DCJFC before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to DCJFS within seven (7) calendar days of change.

During the life of the Contract, DCJFS may require the Contractor to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, DCJFS, and the Delaware County Board of County Commissioners shall retain any and all such other and further rights and remedies as are available at law or in equity.

6.6 Bid Security/Bond

Each proposal/bid shall be accompanied by a bid security/bond in the form of either:

- A. A bond in favor of the Delaware County Board of County Commissioners, Delaware County, Ohio. Said bond shall be in accordance with Ohio Revised Code Sections 307.88 and 153.54 and be in an amount equal to five (5%) of the total price bid. The bond shall be substantially in the form provided in Ohio Revised Code section 153.571 (See form provided or a standard bond form in accordance with Ohio Revised Code Section 153.571 from any surety company or corporation authorized to do business within the State of Ohio is acceptable.) The bond shall be made payable to the Delaware County Board of County Commissioners, Delaware County, Ohio, referencing the applicable proposal name and/or number. Bid security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety; or,
- B. A certified check, cashier's check, or money order. Said certified check, cashier's check, or money order shall be in accordance with Ohio Revised Code Sections 307.88 and 153.54 and be in an amount equal to five (5%) of the total price bid. The certified check, cashier's check, or money order shall be drawn on a solvent bank or savings and loan association. Such certified check, cashier's check, or money order shall be in favor of or made payable to the Delaware County Board of County Commissioners.

For purposes of providing bid security, the "total price bid" shall mean the total combined dollar amount to provide all transportation (taxi) services for DCJFS for calendar year 2013. The total combined dollar amount to provide all transportation (taxi) services for DCJFS for calendar year 2011 was \$ 62,282.70

The bid security/bond, whether a bond or certified check, cashier's check, or money order, shall be conditioned that the bidder, if the bidder's bid is accepted, shall execute a proper contract in conformity to the invitation (this Request for Proposals (RFP) / Request for Bids Package) and the bid.

The bid security/bond shall conform to the requirements of Ohio Revised Code Sections 153.54 and 307.88.

If the Contractor fails to enter into the Contract within ten (10) days after the notice of acceptance of the bid/proposal and to give a proper contract performance bond, the bid security/bond shall be subject to forfeiture as provided in Ohio

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Revised Code Sections 307.88 and 153.54. Should the bidder appropriately and timely enter the Contract, the bid security/bond will be returned to the Contractor.

6.8 Damages in the Event of Default

DCJFS declares and the Contractor acknowledges that DCJFS may suffer damages due to the failure of the Contractor to act in accordance with the requirements, terms, and conditions of the Contract. DCJFS declares and the Contractor agrees that such failure shall constitute an event of default on the part of the Contractor and the Contractor agrees to pay damages to DCJFS to compensate DCJFS for any damages it incurs as a result of the default. The Contractor agrees that if DCJFS does not give prompt notice of such a failure, that DCJFS has not waived any of its rights or remedies concerning the failure by the Contractor.

6.9 Termination for Cause/Convenience

A. Termination for the Convenience

Either Party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party. The Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Contract or such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by DCJFS shall be authorized in writing and signed by a quorum of DCJFS.

D. Loss of Funding:

It is understood by the Contractor that availability of funds for this Contract, and thus this Contract, is contingent on appropriations made by the Local, County, State and/or Federal government. In the event that the State and/or Federal reimbursement is no longer available to DCJFS, the Contractor understands that changes and/or termination of this Contract will be required and necessary. Such changes and/or termination will be effective on the date that the State and/or Federal reimbursement is no longer available, or later as otherwise stipulated by the Department.

The Contractor will indemnify and hold harmless DCJFS, the Delaware County Board of County Commissioners, and Delaware County for any and all claims, demands, judgments, liability, damages, injuries, and/or suits resulting from or related to changes and/or termination of this Contract due to loss of State and/or Federal funds.

6.10 Inspection and Maintenance of Records and Work Papers/Audit

At any time, during regular business hours, with reasonable notice and as often as DCJFS or their representatives may deem necessary, the Contractor shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, reports, documents and all other information or data relating to all matters covered by this Contract. DCJFS or their representatives shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The Contractor, for a minimum of three (3) years after reimbursement / compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the Contractor shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

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Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the Contractor shall contact DCJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

6.11 Notices

All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received:

Contractor:

Fax: _____

DCJFS:

Fiscal Department
Delaware County Department of Job and Family Services
140 North Sandusky
Delaware, Ohio 43015

6.12 Equal Opportunity Employment

In fulfilling the obligations and duties of the Contract, the Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor shall incorporate the foregoing requirements of this section in all of its contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

6.13 Accessibility to Disabled / Handicapped

The Contractor shall make all services provided pursuant to this Contract accessible to the disabled and/or handicapped. The Contractor agrees as a condition of this 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 (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any contractor 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.

6.14 Drug Free Work Place

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

6.15 Findings For Recovery

The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

6.16 Campaign Finance Certification

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract

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for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the Contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Proposal / Bid packet will result in the response/proposal to be deemed non-responsive and disqualified from receiving further consideration. Such certification is by this reference made a part of this Contract.

6.17 Non-Collusion / Conflict of Interest

The Bidder/Contractor certifies as follows:

- This Bid/Contract is not entered or made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation.
- This Bid/Contract is genuine and not collusive or a sham.
- The Bidder/Contractor has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid.
- The Bidder/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid or that anyone shall refrain from Bidding.
- The Bidder/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any other person or entity concerning or regarding this Contract.
- The Bidder/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of this Contract, to fix any overhead, profit or cost element of this Contract, or to secure any advantage against DCJFS or anyone interested in this Contract.
- The Bidder/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of said Bidder or any other Bidder, or to fix any overhead, profit or cost element of such Bid price or that of any other Bidder, or to secure any advantage against DCJFS or anyone interested in the proposed contract.
- This Bid/Contract is not a product of collusion with any other vendor, person, or entity, and no effort has been made to fix any overhead, profit or cost element of any proposed price.
- The Bidder/Contractor is unaware of and there is no conflict of interest, either involving it or its employees that would prohibit the Bidder/Contractor from entering this Contract.
- The Bidder has not, directly or indirectly, submitted its Bid price or any break-down thereof, or the contents thereof, or divulged any information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with the Bidder in its general business.
- All statements contained in the Bid are true.
- All statements contained in the Contract are true.

6.18 Conflicts of Terms, Conditions, or Provisions

To the extent that the terms, conditions, or provisions of this Request for Proposals (RFP) / Request for Bids Package and any proposal submitted by the Contractor may be inconsistent, the terms, conditions, or provisions of this Request for Proposals (RFP) / Request for Bids Package control. To the extent that this Request for Proposals (RFP) / Request for Bids Package and proposal are inconsistent with the Contract, the terms, conditions, or provisions of this Request for Proposals (RFP) / Request for Bids Package shall control.

6.19 Headings

Headings in this Request for Proposals (RFP) / Request for Bids Package and the Contract are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this Request for Proposals (RFP) / Request for Bids Package and Contract.

6.20 Severability

If any provision of this Request for Proposals (RFP) / Request for Bids Package or Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law or invalid, the remaining provisions of this Request for Proposals (RFP) / Request for Bids Package and Contract shall remain in full force and effect.

6.21 Incorporation of Request for Proposals (RFP) / Request for Bids Package into Contract.

Any Contract resulting from this Request for Proposals (RFP) / Request for Bids Package shall incorporate the legal notice, this Request for Proposals (RFP) / Request for Bids Package and all of its appendices and attachments and this Request for Proposals (RFP) / Request for Bids Package and all of its appendices and

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attachments shall be a part of such Contract. Any written addenda issued by DCJFS and the entirety of the Contractor's proposal shall also be incorporated into and become a part of the executed Contract.

6.22 Incorporation of Appendices

All appendices, forms, and other documents as completed by the Contractor and contained in and/or referenced in this Request for Proposals (RFP) / Request for Bids Package are hereby incorporated into this Request for Proposals (RFP) / Request for Bids Package and the Contract.

6.23 Governing law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

6.24 Authority To Sign

Any person submitting a bid pursuant to this Request for Proposals (RFP) / Request for Bids Package and executing the Contract in a representative capacity hereby warrants that he/she has authority to submit a bid and sign this Contract or has been duly authorized by his/her principal to submit a bid and execute this Contract on such principal's behalf.

6.25 Entire Agreement

This Request for Proposals (RFP) / Request for Bids Package (and its appendices and attachments), all written addenda issued by DCJFS, and the entirety of the selected contractor's proposal shall constitute the entire understanding and agreement between DCJFS and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

APPENDIX A

BID FORM

THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS
DELAWARE COUNTY, OHIO
on behalf of
THE DELAWARE COUNTY DEPARTMENT OF
JOB AND FAMILY SERVICES
for
TRANSPORTATION (TAXI) SERVICES

Instructions:

Submit bids in compliance with Request for Proposals (RFP)/Request for Bids. Complete all blanks. The Delaware County Department of Job and Family Services (hereinafter "DCJFS") reserve the right to reject incomplete bid forms.

A. Information on Bidder:

- 1. Name of Bidder/Company:

- 2. Bidder/Company Address:

- 3. Name of Contact for Bidder/Company:

- 4. Bidder/Company Telephone Number (Including Area Code):

- 5. Bidder/Company Facsimile Number (Including Area Code):

- 6. Bidder/Company Email:

B. Certification

By submitting this Bid Form, the Bidder certifies that he/she has read, understands, and, if his/her bid is accepted, agrees to be bound by ALL the Contract Documents including, but not limited to, the legal notice, the Request for Proposals (RFP)/Request for Bids and appendices, the bidder's proposal and bid, and the Contract.

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Signed:

 Signature

 Date

 Printed Name

 Title/Position

 Company Name

C. Statement of Qualifications

Provide a statement of qualifications as to why the bidder is qualified to perform the required transportation (taxi) services. Attach additional sheets as needed.

Additional Sheets Attached.)

D. Vehicles

1. List by type and number the vehicles that will be available for this contract: Attach additional sheets as needed. Additional Sheets Attached.)

	TYPE OF VEHICLE	NUMBER AVAILABLE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

2. Indicate special features of the vehicles listed above that can be used to serve individuals with disabilities such as wheel chair lifts, etc.:

E. Drivers

1. Indicate special capabilities of your drivers to serve individuals with disabilities such knowledge of sign language, etc.:

2. Indicate training and qualifications of drivers:

3. Do you conduct criminal background checks on your drivers?

_____ Yes _____ No

a. If yes, do any drivers have criminal felony records?

_____ Yes _____ No

b. If yes, explain on a separate sheet.

_____ Yes _____ No

4. On an attached sheet, describe how you monitor driver's traffic records and what action is taken when drivers receive moving violations or citations in an accident.

Attached

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5. Are your vehicles radio-equipped? _____ Yes _____ No

a. If yes, what is the range of the radios? _____

6. Hours and days that prescheduled transportation could be available?

7. Hours and days that "on call" transportation could be available?

F. Transportation (Taxi) Services Rates

1. Bidder(s) are to complete the rate table listed below for each of the service categories the bidder(s) will provide. Bidders must indicate a dollar amount **AND** unit of measure for each rate.

Example rates may include:

- Dollar amount / trip
- Dollar amount / mile
- Dollar amount / minute
- Dollar amount / hour
- Dollar amount / person
- Dollar amount / incident

	In City (Origin and Destination both in City Of Delaware)	Delaware County (Origin and/or Destination are outside of Delaware City but within Delaware County)	State of Ohio (Origin and/or Destination are outside of Delaware County)	Other geographic region (Ex: Dublin, Westerville, Marion Co, etc.)
1 passenger				
2 or more passengers				
Other (specify)				

DCJFS provides the following information to assist bidders with the proposal process.

For calendar year 2011, totals for taxi services for DCJFS customers were:

Total Miles: 38,393

Total Invoiced Amount: \$ 62,282.70

DCJFS is not permitted to pay for customer cancellations or no-shows. Rates quoted must allow for dead runs and no-shows to offset overall costs.

Total runs for a 3 month period (March 2012 thru May 2012) were 1385 runs (annualized to 5540 runs per year). Estimated % of runs that were no-shows or dead runs is approximately 7%

DCJFS recognizes fluctuations in gasoline prices can impact cost effectiveness of services as well as profitability to the taxi service provider. To reduce risks of unknown future prices to all parties, DCJFS has provided for the opportunity to build in adjustments to rates due to gasoline price fluctuations using the table below. Rates may go up OR down.

Rate Adjustment Table

<p>The 3 month moving average price per gallon of unleaded, regular gasoline (as defined by the latest 3 months prices for all U.S. Cities reported by the US. Bureau Of Labor Statistics – http://data.bls.gov/cgi-bin/surveymost – Report Series APU000074714</p>	<p>Fuel Service Charge Rate Adjustment Factor</p> <p>Note To Bidders: You have a choice. You can quote an adjustment factor of either:</p> <p>A cost increase or decrease in units of cents/mile driven (example : \$0.05/mile)</p> <p><u>OR</u></p> <p>An increase or decrease in terms of a percentage of the rates quoted in the rate table on the previous page (example: 3%)</p> <p align="center">*****</p>
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	You must choose one or the other of the rate adjustment approaches but not both. If you do not choose either, DCJFS reserves the right to adjust for downward price fluctuations. Please indicate unit of measure.
If the BLS 3 month average price is:	The corresponding adjustment will be:
\$ 2.50 - \$ 2.99 per gallon	
\$ 3.00 - \$ 3.49 per gallon	
\$ 3.50 - \$ 4.24 per gallon – initial rates	Baseline Range (no adjustment)
\$ 4.25 - \$ 4.74 per gallon	
\$ 4.75 - \$ 5.24 per gallon	

G. Miscellaneous

1. Define the amount of time that must be given in advance of a cancellation before charges will be assessed.

2. Define the amount of allowable wait time before charges will be assessed.

3. Define origination of pick-up and when charged mileage begins for each type of trip provided:

4. List all municipalities in which you will provide services in Delaware County and the counties contiguous to Delaware County. Please individually indicate if you have current licenses to operate in each municipality listed :
(Additional Sheets Attached.)

5. Define standards for timely pickup and drop off:

6. Define any restrictions as they relate to the transport of children. Do you provide child seats as required by law?

**Appendix B
Forms**

- AFFIDAVIT
- NON-DISCRIMINATION CLAUSE
- PERSONAL PROPERTY TAX AFFIDAVIT – NO TAX OWED
- PERSONAL PROPERTY TAX AFFIDAVIT – TAX OWED
- NON-COLLUSION AFFIDAVIT
- CERTIFICATION/AFFIDAVIT IN COMPLIANCE WITH O.R.C. SECTION 3517.13
- BID BOND/GUARANTY
- CONTRACT-Delaware County Department of Job and Family Services
- AUDITOR’S CERTIFICATION

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 12-889

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATIONAL KEY, APPROVING SUPPLEMENTAL APPROPRIATIONS AND AN ADVANCE OF FUNDS FOR THE MOVE OHIO FORWARD GRANT FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Establish New Org Key

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22911716	Moving Forward Ohio Grant		
Supplemental Appropriation			
22911716-5365	Grant Related Services	\$	170,000.00

Advance of Funds

From	TO:		
10011102	22911716		
Commissioners General	Moving Forward Ohio Grant	\$	170,000.00

Vote on Motion Mr. O'Brien Abstain Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-890

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

The Director of Emergency Medical Services recommends accepting the resignation of Ben Emery as a Paramedic with the EMS Department; effective June 27, 2012;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Ben Emery as a Paramedic with the EMS Department; effective June 27, 2012.

The Director of Job and Family Services recommends promoting Lindsey Davenport to an Income Maintenance CCR-Team Lead with the JFS Department; effective September 17, 2012;

Therefore Be It Resolved, that the Board of Commissioners promote Lindsey Davenport to an Income Maintenance CCR-Team Lead with the JFS Department; effective September 17, 2012.

The Director of Job and Family Services recommends promoting Deanna Roberts to an Income Maintenance CCR-Team Lead with the JFS Department; effective September 17, 2012;

Therefore Be It Resolved, that the Board of Commissioners promote Deanna Roberts to an Income Maintenance CCR-Team Lead with the JFS Department; effective September 17, 2012.

The Director of Job and Family Services recommends promoting Mary Burns to an Income Maintenance CCR-Team Lead with the JFS Department; effective September 17, 2012.

Therefore Be It Resolved, that the Board of Commissioners promote Mary Burns to an Income Maintenance CCR-Team Lead with the JFS Department; effective September 17, 2012.

The Director of Job and Family Services recommends promoting Sherry Melvin to an Income Maintenance Supervisor with the JFS Department; *effective September 10, 2012. (See resolution 12-892)*

Therefore Be It Resolved, that the Board of Commissioners promote Sherry Melvin to an Income Maintenance Supervisor with the JFS Department; *effective September 10, 2012. (See resolution 12-892)*

The Director of the Economic Development Department recommends accepting the retirement resignation of Dottie Orewiler; effective October 31, 2012;

Therefore Be It Resolved, that the Board of Commissioners accept the retirement resignation of Dottie Orewiler; effective October 31, 2012.

The Director of the Child Support Enforcement Agency recommends hiring Pamela Shropshire as a Customer Service Specialist; effective September 17, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Pamela Shropshire as a Customer Service Specialist; effective September 17, 2012.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 12-892

IN THE MATTER OF AMENDING RESOLUTION NO. 12-890 (APPROVING PERSONNEL ACTIONS) TO REFLECT THE CORRECT EFFECTIVE DATE OF SEPTEMBER 10, 2012 FOR SHERRY MELVIN'S PROMOTION TO AN INCOME MAINTENANCE SUPERVISOR WITH THE JFS DEPARTMENT:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to amend Resolution No. 12-890 (approving personnel actions) to reflect the correct effective date of September 10, 2012 for Sherry Melvin's promotion to an

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Income Maintenance Supervisor with the JFS Department.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 12-891

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE SHERIFF'S OFFICE/JAIL:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Transfer of Appropriation

From	To		
10031303-5201	10031303-5450		
Sheriff Jail/Supplies	Sheriff Jail/Machinery & Equipment	\$	8,880.00

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

-Attended And Participated In A 911 Board Meeting On Tuesday

**Administrator Hansley
-911 Board Is Planning A Personnel Training Retreat**

Commissioner Thompson

-Heart of Ohio RCD Council Meeting; Conservation and Farm

Commissioner Stapleton

**-There Is A Work Session Monday Afternoon
-Job And Family Services DKMM Event On Wednesday**

RESOLUTION NO. 12-893

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; DISMISSAL, DISCIPLINE OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 10:30AM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-894

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn out of Executive Session at 12:12PM.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Absent* Mr. Stapleton Aye

*Commissioner O'Brien was absent for the adjourning of executive session.

There being no further business, the meeting adjourned.

Ken O'Brien

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Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners