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**HCJFS REQUEST FOR PROPOSAL  
NON-EMERGENCY TRANSPORTATION SERVICES FOR HCJFS CHILDREN'S SERVICES  
CHILDREN TO AND FROM MEDICAL, DENTAL AND THERAPY APPOINTMENTS  
RFP08-006**

**ADDENDUM 1**

To All Potential Proposers:

Correction to RFP

Page 21, Section 2.3 Budget and Cost Considerations, #1

**As read:** ...Budgets and Unit Rate must be submitted in the form provided as Attachment C.

**Added language.....**Budgets and Unit Rate must be submitted in the form provided as Attachment C. *All Registered providers will be sent an electronic budget file in Excel format. All providers submitting a proposal shall include a hardcopy of the budget in the proposal and also submit the budget electronically to the contact person identified in section 3.2 HCJFS Contact Person. If you are unable to submit an electronic copy of your budget, you shall include a statement in the budget narrative explaining the reason.*

**Note:** the softcopy of the budget **and your proposals** must be received by the due date specified in the RFP. The softcopy budget must match the hardcopy in your proposal.

Page 38, Section 5.3 Contract Period, Funding & Invoicing, #2

**As read:** The Provider shall invoice the NET Fiscal coordinator and NET Coordinator on a per leg (one-way) basis. There shall be no additional recompense for fuel costs, companions riding with children or no shows.

**Change to read:** The Provider shall invoice the NET Fiscal coordinator and NET Coordinator on a per leg (one-way) basis. There shall be no additional recompense for companions riding with children or no shows.

Adult Services/421-LIFE • Cash Assistance • Child Care Services  
Child Support Services • Children's Services/241-KIDS • Employment and Training  
Food Stamps • Medicaid • Mt. Airy Shelter • Tuberculosis Control



**Section 6 “Compensation” within Attachment B of RFP 08-006 states:**

**COMPENSATION**

A. Base Unit Rate Calculation

Provider has prepared a budget for the time period beginning \_\_\_\_\_ and ending \_\_\_\_\_, attached hereto and incorporated herein by reference as Exhibit III (the “Budget”), which Provider understands is a basis of calculation of the Base Unit Rate that will be used to compensate Provider for Services it provides under this Contract. Provider represents that such Budget is based upon current financial information and cost projections.

Provider warrants and represents that the following costs were not included in the Budget and that these costs will not be included in any invoice submitted for payment:

1. bad debt or losses arising from uncollectible accounts and other claims and related costs; bonding costs; contributions to a contingenc(ies)y reserve or any similar provision for unforeseen events;
2. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
3. entertainment costs for amusements, social activities and related costs for staff only;
4. costs of alcoholic beverages;
5. goods or services for personal use;
6. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
7. gains and losses on disposition or impairment of depreciable or capital assets;
8. cost of depreciation on idle facilities, except when necessary to meet contract demands;
9. costs incurred for interest on borrowed capital or the use of a governmental unit’s own funds, except as provided in paragraph (n) of rule 5101:2-47-25 of the Ohio Administrative Code;



10. losses on other contracts;
  11. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
  12. costs related to legal and other proceedings;
  13. goodwill;
  14. asset valuations resulting from business combinations;
  15. legislative lobbying costs;
  16. cost of organized fund raising;
  17. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
  18. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
  19. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
  20. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
  21. major losses incurred through the lack of available insurance coverage; or,
  22. cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.
- B. Base Unit Rate When Fuel Cost Is Less Than xxx Dollars (\$x.xx) Per Gallon
- HCJFS agrees to compensate the Provider xxxxxx Dollars and xxxxxx Cents (\$x.xx) (the "Base Unit Rate") per one-way vehicle trip per Consumer (a "Trip").
- C. Quarterly Adjustment to Base Unit Rate Based Upon Actual Fuel Costs in Excess of \$x.xx per gallon



During the Initial Term or Renewal Period, Provider and HCJFS agree to quarterly reimburse the Provider's actual fuel costs in excess of \$x.xx per gallon (the "Quarterly Actual Fuel Cost Adjustment") in addition to the Base Unit Rate specified above.

Provider will supply to HCJFS no later than 30 days following the end of each service quarter, the following documentation: i) Provider's Non Emergency Transportation Program fuel invoices for the quarter which will detail, at a minimum Provider's total charges for fuel for HCJFS, ii) copies of subcontractor fuel surcharge invoices for fuel costs in excess of \$x.xx per gallon and iii) written summary setting forth the total number of Trips provided for HCJFS during that quarter. A quarter is defined as follows: First Quarter – January through March; Second Quarter – April through June; Third Quarter – July through September; Fourth Quarter – October through December.

HCJFS will reimburse Provider's actual fuel cost in excess of \$x.xx per gallon for the quarter by totaling the charges set forth on the Provider's Non Emergency Transportation Program fuel invoices for fuel costs in excess of \$x.xx per gallon plus subcontractor fuel surcharge invoices for fuel costs in excess of \$x.xx per gallon

D. Profit Margin

Provider and HCJFS agree that the profit margin set forth in the Budget will not materially differ from that presented in the Budget for the Initial Term of the Contract, inclusive of any increases to the Base Unit Rate on a monthly and quarterly basis. To the extent Provider's profit margin materially differs from that presented in the Budget and industry standards for similar bus companies; the parties agree to negotiate any modification to the Budget in good faith. If a modified Budget cannot be agreed to by the parties after no less than a thirty (30) day period of good faith negotiations, either party may terminate this Contract with no less than sixty (60) days prior written notice. The parties recognize that the Services provided require a complex array of transportation services from non-emergency medical to regulated school transportation operation twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.

**Now, therefore be it resolved Section 6 "Compensation" within Attachment B, of RFP 08-006 has been revised as follows:**

**COMPENSATION**

A. Base Unit Rate Calculation



Provider has prepared a budget for the time period beginning \_\_\_\_\_ and ending \_\_\_\_\_, attached hereto and incorporated herein by reference as Exhibit III (the "Budget"), which Provider understands is a basis of calculation of the Base Unit Rate that will be used to compensate Provider for Services it provides under this Contract. Provider represents that such Budget is based upon current financial information and cost projections.

Provider warrants and represents that the following costs were not included in the Budget and that these costs will not be included in any invoice submitted for payment:

1. bad debt or losses arising from uncollectible accounts and other claims and related costs; bonding costs; contributions to a contingenc(ies)y reserve or any similar provision for unforeseen events;
2. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
3. entertainment costs for amusements, social activities and related costs for staff only;
4. costs of alcoholic beverages;
5. goods or services for personal use;
6. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
7. gains and losses on disposition or impairment of depreciable or capital assets;
8. cost of depreciation on idle facilities, except when necessary to meet contract demands;
9. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in paragraph (n) of rule 5101:2-47-25 of the Ohio Administrative Code;
10. losses on other contracts;
11. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
12. costs related to legal and other proceedings;



13. goodwill;
  14. asset valuations resulting from business combinations;
  15. legislative lobbying costs;
  16. cost of organized fund raising;
  17. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
  18. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
  19. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
  20. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
  21. major losses incurred through the lack of available insurance coverage; or,
  22. cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.
- B. HCJFS agrees to compensate the Provider xxxxxx Dollars and xxxxxx Cents (\$x.xx) (the "Base Unit Rate") per one-way vehicle trip per Consumer (a "Trip").
- C. Provider fuel surcharge for actual fuel costs that exceed the base fuel cost per gallon shall be reimbursed monthly ("Monthly Fuel Cost"). Provider will supply to HCJFS an invoice, no later than 30 days following the end of each service month, along with the Vendor' Non Emergency Transportation (NET) Program fuel invoices for the month which will detail, at a minimum:
1. Provider's total charges for fuel used for NET services;
  2. Actual cost per gallon paid; and
  3. All supporting data detailing the calculation of the amount for fuel surcharge being invoiced.
- D. Profit Margin

Provider and HCJFS agree that the profit margin set forth in the Budget will not



materially differ from that presented in the Budget for the Initial Term of the Contract, inclusive of any increases to the Base Unit Rate on a monthly and quarterly basis. To the extent Provider's profit margin materially differs from that presented in the Budget and industry standards for similar bus companies; the parties agree to negotiate any modification to the Budget in good faith. If a modified Budget cannot be agreed to by the parties after no less than a thirty (30) day period of good faith negotiations, either party may terminate this Contract with no less than sixty (60) days prior written notice. The parties recognize that the Services provided require a complex array of transportation services from non-emergency medical to regulated school transportation operation twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.

