

COUNTY OF ORANGE

OC COMMUNITY RESOURCES



REQUEST FOR PROPOSAL (RFP)

FOR

SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION  

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SERVICES

RFP No. RFP 012-2831101-RG

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/ocgov>



**County of Orange  
OC Community Resources  
Procurement and Contract Services  
County Administration South  
Santa Ana, CA  
92701**

**PROPOSALS MUST BE RECEIVED ON  
OR BEFORE**

**Friday, October 23, 2026**

**2:00 pm**

**SCHEDULE OF ACTIVITIES**

|                                     |                            |
|-------------------------------------|----------------------------|
| <b>Release of RFP Solicitation</b>  | September 9, 2026          |
| <b>Question Submission Deadline</b> | September 24, 2026, 2:00pm |
| <b>RFP Submittal Closing</b>        | October 23, 2026, 2:00pm   |

## **SECTIONS**

|            |                                                                  |
|------------|------------------------------------------------------------------|
| SECTION 1. | INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS                     |
| SECTION 2. | PROTEST PROCEDURES                                               |
| SECTION 3. | SCOPE OF SERVICES                                                |
| SECTION 4. | SCORING CRITERIA                                                 |
| SECTION 5. | PROPOSAL RESPONSE REQUIREMENTS                                   |
| SECTION 6. | OCLSB AND DVBE PREFERENCE POLICIES CERTIFICATION<br>REQUIREMENTS |

### **Attachments:**

A - Attachment A - Model Contract, SNEMT

B - Exhibit 1 - SNEMT Program Guide

C - Exhibit 2 - Planning Estimates

D - Exhibit 3 - SNEMT Cooperative Agreement

## **SECTION 1. INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS**

### **1.1 INTRODUCTION**

The County of Orange (County), through OC Community Resources/Office on Aging (OoA), is soliciting proposals from qualified organizations to provide Senior Non-Emergency Medical Transportation (SNEMT) services for eligible older adults residing in Orange County.

The County intends to award one or more contracts to qualified organizations capable of delivering safe, reliable, accessible, and customer-focused Senior Non-Emergency Medical Transportation services in accordance with the requirements set forth in this solicitation, Model Contract, Scope of Work, and SNEMT Program Guide that is attached hereto as Exhibit 1, which are incorporated by reference.

### **1.2 FUNDING SOURCE**

The SNEMT Program is funded through the Tobacco Settlement Revenue (TSR) and Measure M2 funds. Funding under this solicitation is contingent upon the continued availability of these funding sources, annual appropriations, and approval by the Orange County Board of Supervisors.

Estimated Funding for each Service Area is identified in [Exhibit 2](#) – Planning Estimates by Service Area and is provided for planning purposes only. The County reserves the right to modify funding allocations, negotiate final contract amounts based on available funding, service demand, and program priorities.

Applicants may propose for one or multiple service areas requested in this RFP. A separate proposal is required for each service area, and each will be scored based on the established criteria for that service component.

### **1.3 COUNTY HOLIDAYS DURING SOLICITATION PERIOD**

During this solicitation period, the County will be closed on the following County holidays - <https://hrs.oc.gov/employee-relations/employee-resources>

### **1.4 CLIENT TRANSFERS TO SUBSEQUENT CONTRACTOR**

In the event that an existing service provider of SNEMT services will not be receiving a contract award as a result of this solicitation, that provider shall be required to transfer its clients to the new Contractor(s) in its respective Service Area.

Any newly awarded Contractor(s) shall cooperate fully in the transition of existing clients during the 30 to 45-day period preceding the June 30, 2027 contract expiration. The transition shall include coordination with the outgoing Contractor, transfer of client records, client notification, and participation in County-led transition meetings to ensure continuity of services.

### **1.5 INSTRUCTIONS TO APPLICANTS AND PROCEDURES FOR SUBMITTAL**

- A. Responses are to be uploaded via the County's eProcurement Portal at <https://procurement.opengov.com/portal/ocgov>. For assistance on uploading Response

via County's eProcurement Portal, please contact [procurement-support@opengov.com](mailto:procurement-support@opengov.com) or <https://help.procurement.opengov.com/en/>

- B. Examine the Contract Documents and the site of the proposed work carefully before submitting a Response for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. The County has attempted to provide all information available. It is the responsibility of each Applicant to review, evaluate, and, where necessary, request any clarification prior to submission of a Response. If any person contemplating submitting a response to this Request for Proposal (RFP) is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification/interpretation to the County Deputy Procurement Agent (DPA) via the County's eProcurement Portal under the bid page for this solicitation. If clarification or interpretation of this solicitation is considered necessary by County, an addendum shall be issued, and the information will be posted via the County's eProcurement Portal. Any interpretation of, or correction to, this solicitation shall be issued by the DPA. It is the responsibility of each Applicant to periodically check the County's eProcurement Portal to ensure that they have received and reviewed any and all addenda to this solicitation. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information. If an addendum is issued, Applicants must acknowledge the addendum via the County's eProcurement Portal. All questions or requests for interpretations must be received within this solicitation by Thursday, September 24, 2026, before 2:00 pm. The DPA will provide all official communication concerning this solicitation. Any County response relevant to this solicitation other than through or approved by the DPA is unauthorized and will be considered invalid.
- C. Responses must be valid for a period of at least three hundred sixty-five (365) calendar days from the closing date and time of receipt. No Response may be withdrawn after the submission date.
- D. Each Applicant must submit their response electronically via the County's eProcurement Portal.
- E. All pages must be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in the Proposal Response Requirements Section. It is imperative that all Applicants comply, exactly and completely, with the instructions set forth herein. All responses to this solicitation shall be type written or word-processed (except where otherwise provided or noted), concise, straightforward, and must fully address each requirement and question. Although not as a substitute for a complete written response, additional material, such as technical documents, may be

referenced in any response if the material is included in the same section as additional information.

- F. **Responses are not to be marked as confidential or proprietary.** The County may refuse to consider any Responses so marked. All Responses and supporting documents will be subject to the provisions of the California Public Records Act (California Code Government Code 7920.000 et seq.) (PRA) and will be disclosed or withheld in accordance therewith. The County shall not be liable in any way for disclosure of any such records. Additionally, all Responses shall become the property of the County. Applicants should not request that certain information be treated as exempt, and statements in the Responses should not be marked as confidential or proprietary. In the event that any information is marked as confidential or proprietary, as it may be absolutely necessary, Applicants have the sole responsibility of obtaining any applicable injunctive reliefs to prevent the disclosure of such confidential proprietary information in connection with any request made to County pursuant to PRA or a subpoena for disclosure of such information.
- G. Each Applicant shall exercise reasonable care and diligence to avoid submitting a Response that could result in a conflict of interest if Applicant were to be selected. This obligation shall apply to the Applicant, the Applicant's employees, agents, and relatives, sub-contractors, and third parties associated with accomplishing work and services in response. In the event Applicant has done work for the County on this Project in the past or has reason to believe that a conflict of interest may exist for Applicant in regard to this Project, Applicant should consult with its legal counsel prior to responding to this solicitation. Any Applicant who is found to have an actual conflict of interest may have its response rejected on \_\_\_\_\_ that \_\_\_\_\_ ground. Applicant, its employees and/or consultants may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may be materially affected by services provided under this Contract, (2) prohibits such persons from making, or participating in making, decisions that could reasonably affect such interest; and (3) may require the filing a Statement of Economic \_\_\_\_\_ Interest \_\_\_\_\_ (Form \_\_\_\_\_ 700). If subject to the Act, Applicant shall conform to all requirements of the Act. Failure to do so shall constitute a material breach and is grounds for immediate termination of the Contract by County. Applicant shall indemnify and hold harmless County for any and all claims for damages resulting from Applicant's violation of this Section.
- H. By submitting a response, the Applicant represents that it thoroughly examined the County's requirements, is familiar with the services required under this solicitation and is qualified and capable of providing the services to achieve the County's objectives.
- I. Each Applicant must submit its response in strict accordance with all requirements of this solicitation and compliance must be stated in the response. **Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items on additional information section for the County's consideration as specified in the Response Requirements Section, "Statement of Compliance."**

Note: Allow sufficient time to upload all required files. The County's eProcurement Portal will not allow any uploads after the due date and time specified herein, e.g., if Part 1 and 2 uploaded successfully at 1:58:38 P.M. and Part 3 is in progress of being uploaded at 2:00:01 P.M., Part 3 will not upload successfully.

- J. Pre-contractual expenses are not to be included in the Cost Proposal, Attachment B, Pricing and Compensation. Pre-contractual expenses are defined as including, but not limited to, expenses incurred by the Applicant in: a) preparing the response to this solicitation; b) submitting that response to the County; c) negotiating with the County any matter related to the Applicant's response; and d) any other expenses incurred by the Respondent prior to the date of award and execution, if any, of the Contract.
- K. Any response may be construed as non-responsive and ineligible for consideration if it does not comply with the requirements of the solicitation, including but not limited to technical features, acknowledgment of receipt of addenda, and page number limits, etc. These are common causes for deeming a response non-responsive.
- L. Where two or more Applicants desire to submit a single response to this solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm that may subcontract with multiple firms (team) but not with multiple firms doing business as a joint venture.
- M. County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.
- N. **The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at [www.dnb.com](http://www.dnb.com). If you are unable to provide/obtain a D-U-N-S number, please indicate so in your submission response.**
- O. **The County requires a valid UEI number and full registration prior to Contract Award. Your company must obtain one at no cost at [www.usfcr.com](http://www.usfcr.com). If you are unable to provide/obtain a UEI number, please indicate so in your submission response.**
- P. Effective from the issuance date of this solicitation until a Contract is awarded or the solicitation is withdrawn, all individuals or entities responding—including their employees, agents, representatives, proposed partners, subcontractors, members, lobbyists, or attorneys (collectively "Applicants")—are prohibited from engaging in any direct or indirect communication with County personnel involved in the selection process, except with the designated Deputy Procurement Agent (DPA). Applicants may continue conducting business with the County on matters unrelated to this solicitation and may communicate with County staff, provided the solicitation is not discussed. Any attempt to engage in discussion regarding this solicitation with anyone other than the designated DPA will be presumed to create an unfair competitive advantage and may result in disqualification.
- Q. After the closing date and time for receipt of Responses, evaluation, and if requested by the County, interviews will commence. Applicants who submit Responses most responsive

to the County's requirements may be asked to give a presentation of their response to County staff. The County makes no guarantee as to the number of Applicants selected for interviews. Selected Applicants should be prepared to make its presentation within five (5) business days after notification and be prepared to discuss all aspects of its response in detail, including technical questions regarding the response. Applicants shall not be allowed to alter or amend its response through the use of the presentation process. County Deputy Procurement Agent (DPA) for this solicitation is: Rita Gore, [rita.gore@occr.ocgov.com](mailto:rita.gore@occr.ocgov.com)

## 1.6 COMMUNICATION

Applicants are not to contact other County personnel with any questions or clarifications concerning this solicitation. **All questions regarding this solicitation must be submitted via the Question & Answer section of this solicitation** within the County's eProcurement Portal at: <https://procurement.opengov.com/portal/ocgov>. Any County response relevant to this solicitation other than through or approved by County is unauthorized and will be considered invalid.

County's Deputy Procurement Agent, Rita Gore, [rita.gore@occr.ocgov.com](mailto:rita.gore@occr.ocgov.com), will provide all official communication concerning this solicitation.

## 1.7 EVALUATION PROCESS AND CRITERIA

Responses deemed to meet all minimum solicitation requirements will be scored based on the established evaluation criteria, and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each response, based upon the Applicant(s) submitted written materials.

Responses shall be evaluated by an Evaluation Panel of job knowledge experts on the basis of the responsiveness to the requirements in this RFP. The County may request clarifications, or otherwise verify the contents of the response, including information about the Applicant, Contractors and sub-contractors.

The scoring is based on evaluation of the response as measured against the Scoring Criteria, which includes County of Orange Procurement Preference Policy, in accordance with Sections 1.8-103 and 4.3-112 of the 2026 County Contract Policy Manual (CPM). A copy of the 2026 CPM can be found at <https://cpo.oc.gov/cpm>. Responses will be evaluated from the most advantageous to the least advantageous to the County.

Applicants may propose for **one or multiple service areas** requested in this RFP. **A separate proposal is required for each service area**, and each will be scored based on the established criteria for that service component.

**\*Please note: These minimum qualifications must be verified for the Proposal to be deemed responsive. Any Proposal may be construed as non-responsive and ineligible for consideration if it does not comply with the requirements of the RFP.**

**Minimum Qualifications/Requirements: Applicant's Proposal shall meet the following minimum requirements and qualifications to proceed to the evaluation and scoring process:**

- Eligible applicants include private non-profit, public, or for-profit entities, and community-based organizations that comply with federal, state, and local laws.
- Applicants must have a minimum of three years of experience to demonstrate stability and capacity for delivering services.

**Required Documentation - Applicants must provide:**

- Proof of registration in the System of Award Management (SAM)
- A current D-U-N-S number
- Proof of insurance
- Documentation of federal compliance, including being in good standing and not debarred or suspended from receiving federal funds.
- Completed Application - Senior Non-Emergency Medical Transportation
- Audit documentation pursuant to Audit Requirements pursuant to Audit Requirements
- Subcontracting documentation pursuant to Subcontracting Requirements (if applicable)

## **1.8 SELECTION/AWARD PROCEDURES**

Upon the completion of the evaluation process, the Evaluation Committee will make a recommendation for an award to the County's DPA. Final award determination shall be subject to reference checks and past performance.

The Model Contract contained herein this RFP is the Contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this RFP, including special conditions and requirements and those added by addendum, necessary attachments and/or exhibits, and to reflect Applicant's response and qualifications. Any additional exceptions to the terms and conditions made by any Applicant after submission of its response may result in its elimination from further consideration.

**Exceptions to the terms and conditions of the Model Contract or the statements regarding Applicant's inability to comply with any of the provisions thereof are to be declared in the response to the RFP in VENDOR RESPONSES - Statement of Compliance.**

Negotiations may or may not be conducted with the finalist(s); therefore, the response submitted should contain Applicant(s) most favorable terms and conditions, since the selection and award may be made without further discussion or need for clarification. Any additional exceptions to the terms and conditions made by any Applicant(s) after submission of its response may result in elimination from further consideration.

The County will enter into negotiations with the selected Applicant and award a contract upon completion of negotiation of fees and contract terms. The award requires approval by the County Board of Supervisors.

If a satisfactory Contract cannot be negotiated in a timely manner, County, in its sole discretion, may terminate negotiations with the selected Applicant and begin negotiations with the next Respondent.

## **1.9 RIGHTS RESERVED TO COUNTY**

The County reserves the right to:

- A. Make use of any information or ideas in the responses submitted.
- B. Request response revisions and hold discussions and negotiations with any Applicant as necessary to serve the best interests of the County.
- C. Seek publicly available information about the Applicants.
- D. Conduct, or not to conduct, oral interviews and/or presentations with the highest-ranked Applicant(s) and additional Applicants.
- E. Waive, at its discretion, any procedural, non-material defects, irregularity, or informality, which County deems correctable or otherwise not warranting rejection of the response that do not result in any unfair competitive advantage. Any waiver will not excuse a proponent from full compliance.
- F. Verify and validate any information prior to Contract Award and during the entire term of the Contract.
- G. Negotiate the final Contract with any Applicant(s), including pricing/fee schedule, as necessary to serve the best interests of the County;
- H. Withdraw or cancel in part or in its entirety this solicitation at any time without prior notice and furthermore makes no representations that any Contract will be awarded to any Applicant responding to this solicitation;
- I. Award its total requirements to one Applicant or to apportion those requirements among two or more Applicants as the County may deem to be in its best interests;
- J. Reject any response if it is conditional, incomplete or deviates significantly from the services requested in this solicitation; and/or
- K. Request Best and Final Offer from any Applicant determined to be within the competitive range. Unless requested by the County, late Best and Final Offers will not be accepted by the County for any reason. In addition, negotiations may or may not be conducted with Applicants.
- L. Make multiple awards to Applicant(s) for services requested in this solicitation, at its sole discretion, to serve the best interests of the County.
- M. Defer award of this Contract for a period of 180 days after the solicitation opening. During this period, Applicant shall guarantee the prices and terms quoted in their responses. The County and the responsive, responsible Applicant may mutually agree in writing to extend this deferral period.

Therefore, responses submitted shall contain the Applicant's most favorable terms and conditions, since the selection and award may be made without discussion with any Applicant.

## **1.10 TITLE VI SOLICITATION NOTICE**

The County of Orange, in accordance with the provisions of the Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Applicants that it will affirmatively ensure that any contract entered into pursuant to this advertisement, will be afforded full and fair opportunity to submit response to this solicitation and

will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### **1.11 DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE FORM W-9/W-8 REQUIREMENTS**

Effective June 3, 2006, all Contractors, entering into a Contract with County, who are not already established in Countywide ERP System as an Auditor-Controller vendor, will be required to submit to County a federal Form W-9, or form W-8 for foreign vendors. County will inform Contractor, at the time of award, if the Form W-9 or W-8 will be required.

In order to comply with this County requirement, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to Contract administrator, or the Deputy Procurement Agent (DPA) the required W-9 or W-8.

### **1.12 CAMPAIGN CONTRIBUTION DISCLOSURE REQUIREMENT**

Effective January 1, 2023, all contractors entering into a contract with the County, will be required to submit the Campaign Contribution Disclosure Form for any contributions made on or after January 1, 2023. In order to comply with this requirement, Applicant agrees to furnish the required Campaign Contribution Disclosure Information form as a required submittal with its response. Failure to include the form as required will render the response nonresponsive.

### **1.13 AUDIT REQUIREMENTS**

A. Non-profit Applicants are required to submit their most recent IRS Form 990.

B. Applicants who have expended federal funds over \$1,000,000 annually are required to submit two (2) most recently completed fiscal years of Single Audit reports.

In addition, Applicants are required to submit two (2) years of most recently completed audited financial statements (2023/2024 and FY 2024/2025).

Audited Financial Statements will include:

1. Balance Sheet (Statement of Financial Position) – Including all supporting schedules (i.e. Detailed Aged Payables, Aged Receivables, Notes Payable, etc.)
2. Income Statement (Profit and Loss Statement)
3. Statement of Cash Flow
4. Retained Earnings
5. Any footnotes to the statements.

C. The County Auditor/Controller will review the Applicant's financial records. The Applicants shall allow access to their audited financial records when requested by County, State or Federal Auditor staff.

D. For governmental agencies: Submit Financial Audit Report and Financial Statements/Footnotes (Comprehensive Annual Financial Report (CAFR)).

E. The Applicant shall submit all documents required under this Section (Audit Requirements), as separate attachments to the Application concurrently with the submission of its Proposal.

F. Failure to submit the required audit report(s), audited financial statements and/or other documents related to the foregoing, as it pertains to the Applicant, will render the Applicant non-responsive and the Applicant will not move forward in the solicitation process.

G. Applicants who do not possess the financial integrity and reliability to assure contractual performance will be deemed non-responsible.

#### **1.14 SUBCONTRACTING REQUIREMENTS**

Applicants may propose to subcontract. The proposal must identify and detail the responsibility of each subcontractor. A copy of the subcontract must be provided. Approvals are not guaranteed and are at the County's discretion. The County reserves the right to approve and may disallow the use of subcontractors. Applicants will ensure the County approves subcontractors, in writing and in advance, before authorizing a subcontractor to begin services pursuant to the terms of the resulting contract. Applicants must confirm that subcontractors are selected in accordance with Federal and/or State procurement standards. Specific requirements of subcontracts are listed in the Model Contract Attachment.

The Applicant will be responsible for enforcing performance standards and compliance upon their subcontractor(s). Applicant's subcontractor(s) shall not subcontract services.

### **SECTION 2. PROTEST PROCEDURES**

Any actual or prospective bidder or Applicant who alleges an error or impropriety in the solicitation or award of a contract may submit a grievance or protest to Rita Gore at [rita.gore@occr.ocgov.com](mailto:rita.gore@occr.ocgov.com), as set forth herein.

#### **PROTEST PROCEDURES**

All protests shall be typed under the protestor's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- A. The name, address, and telephone number of the protestor;
- B. The signature of the protestor or the protestor's representative;
- C. The solicitation or contract number;
- D. A detailed statement of the legal and/or factual grounds for the protest; and,
- E. The form of relief requested.

#### **Protest of Solicitation Specifications:**

- A. All protests related to solicitation specifications must be submitted to the **Deputy Procurement Agent (DPA), Rita Gore** at [rita.gore@occr.ocgov.com](mailto:rita.gore@occr.ocgov.com), no later than five (5) business days prior to the Closing Date of the solicitation. Protests received after the five (5) business-day deadline will not be considered by the County.
- B. In the event the protest of specifications is denied, and the protestor wishes to continue in the solicitation process, the protestor must still submit a bid/response prior to the close of the solicitation in accordance with the solicitation submittal procedures provided in this solicitation.

#### **Protest of Award of Contract:**

- A. Protests related to the award of a contract must be submitted to the **Deputy Procurement Agent, Rita Gore** at [rita.gore@occr.ocgov.com](mailto:rita.gore@occr.ocgov.com), no later than five (5) business days after the Notice of Solicitation Results is provided by the DPA.
- B. Protests relating to a proposed contract award received after the five (5) business day deadline will not be considered by the County.
- C. If the five (5) business day period expires without the receipt of a protest, the department may move forward with the contract award or if necessary, file the item for approval by the Board of Supervisors.

#### **Protest Process**

- A. In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the DPA issues a decision on the protest.
- B. Upon receipt of a timely protest, the DPA will, within ten (10) business days of receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- C. The County may, after providing written justification, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.
- D. If the protestor disagrees with the decision of the DPA, the protestor may submit a written appeal to the County Procurement Officer requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

#### **APPEALS PROCESS**

- A. If the protestor wishes to appeal the protest decision of the Deputy Procurement Agent, the protestor must submit, within three (3) business days from receipt of the Deputy Procurement Agent's decision, a written appeal to the Office of the County Procurement Officer.

Written appeals must be sent by mail to the address below with a courtesy copy by email;  
County of Orange/County Executive Office  
County Procurement Office  
400 W. Civic Center Drive, 5th Floor  
Santa Ana, CA 92701  
Attn: County Procurement Officer  
CPOAppeals@ceo.oc.gov

- B. Within fifteen (15) business days, the County Procurement Officer will review all materials in connection with the appeal, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the appeal shall be forwarded to the Procurement Appeals Board.
- C. The decision of the County Procurement Officer on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

### **SECTION 3. SCOPE OF SERVICES**

#### **3.1 GENERAL INFORMATION:**

The County of Orange (County), through OC Community Resources/Office on Aging (OoA), is soliciting proposals from qualified organizations to provide Senior Non-Emergency Medical Transportation (SNEMT) services for eligible older adults residing in Orange County.

The County intends to award one or more contracts to qualified organizations capable of delivering safe, reliable, accessible, and customer-focused Senior Non-Emergency Medical Transportation services in accordance with the requirements set forth in this solicitation, Model Contract, Scope of Work, SNEMT Program Guide, and Cooperative Agreement No. C-1-3446 between the Orange County Transportation Authority and the County of Orange and Amendment Numbers 1 and 2 thereto. The SNEMT Cooperative Agreement No. C-1-3446 and Amendment Numbers 1 and 2 thereto are attached to this RFP as Exhibit 3, incorporated herein by this reference and collectively referred to as the “SNEMT Cooperative Agreement.”

The SNEMT Program is funded through the Tobacco Settlement Revenue (TSR) and Measure M2 funds. Funding under this solicitation is contingent upon the continued availability of these funding sources, annual appropriations, and approval by the Orange County Board of Supervisors.

Estimated Funding for each Service Area is identified in Exhibit 2 – Planning Estimates by Service Area and is provided for planning purposes only. The County reserves the right to modify funding allocations, negotiate final contract amounts based on available funding, service demand, and program priorities.

Applicants may propose for one or multiple service areas requested in this RFP. A separate proposal is required for each service area, and each will be scored based on the established criteria for that service component.

### **3.2 CONTRACTOR RESPONSIBILITIES:**

#### **Program Overview**

The Contractor shall provide demand-responsive, non-emergency medical transportation (SNEMT) service for eligible older adults age sixty (60) and older who lack reasonable transportation alternatives.

Services shall be delivered in a safe, timely, accessible manner and must comply with all applicable federal, state, local and County laws, regulations, and requirements.

#### **Governing Documents**

The Contractor shall provide services in accordance with the following governing documents:

- The SNEMT Contract
- This Scope of Work
- The SNEMT Program Guide
- The SNEMT Cooperative Agreement

This Scope of Work defines the Contractor's binding service obligations, while the SNEMT Program Guide establishes the detailed requirements for eligibility processing, service delivery procedures, documentation standards, and all other day-to-day program operations.

The Contractor is required to comply with all provisions, procedures, standards, forms, and instructions contained in the SNEMT Program Guide, as such provisions are incorporated by reference into this Scope of Work and are deemed mandatory requirements.

All operational procedures, policies, and forms references in the SNEMT Program Guide shall be implemented by the Contractor and submitted to the County for review and approval, as required.

In the event of a conflict between governing documents, the Contract shall prevail.

Failure to comply with governing documents may result in corrective action, delayed reimbursement, or termination of the Contract.

#### **Service Delivery Requirements**

The Contractor shall:

1. Provide non-emergency medical transportation for eligible clients within the designated Service Area.
2. Provide door-to door or curb-to-curb service as defined in the SNEMT Program Guide.
3. Provide wheelchair-accessible transportation upon request and in compliance with all applicable accessibility laws and regulations.

4. Perform all reservation, scheduling, dispatch, and routing functions necessary to operate the program.
5. Maintain sufficient staffing, vehicles, and operational capacity to meet service demand.
6. Ensure clients are transported safely and efficiently, with timely and reliable trip completion.
7. Operate services continuously throughout the Contract term unless otherwise authorized by the County.
8. Maintain complete and accurate client eligibility records and trip documentation in accordance with the SNEMT Program Guide.
9. Maintain a data management system capable of producing all required programmatic and fiscal reports.
10. Collect user fees in accordance with this Scope of Work and the SNEMT Program Guide.
11. Implement contingency procedures to prevent or minimize service disruption.
12. Participate in County monitoring, site visits, audits, and performance evaluations.

Operational procedures and service protocols shall be governed by the SNEMT Program Guide.

### **Eligibility, Trip Limits, and Service Parameters**

All trips shall comply with the eligibility criteria and prioritization requirements established in the SNEMT Program Guide.

The Contractor shall:

- Provide services only to eligible clients as defined in the SNEMT Program Guide
- Ensure trips comply with geographic, mileage, and monthly trip limits
- Apply exception procedures only in accordance with the SNEMT Program Guide
- Document all eligibility and trip determinations

Trips exceeding established limits without authorization shall not be reimbursable.

### **User Fees**

The Contractor shall collect a \$2.00 user fee per one-way trip, unless waived due to financial hardship.

User fee waivers shall be documented in accordance with the SNEMT Program Guide using County-approved forms.

### **Client Rights, Responsibilities, Grievances, and Appeals**

The Contractor shall establish and maintain written policies governing client rights and responsibilities, grievances and appeal processes, no-show policies, standards of conduct, and

procedures for service suspension and termination. The Contractor shall provide all clients with written notice of their rights and responsibilities before services begin.

### **Vehicle Standards, Safety, and Maintenance**

The Contractor shall ensure that all vehicles used to provide SNEMT services:

- Are safe, clean, sanitary, and maintained in good operating condition.
- Comply with all applicable federal, state, and local transportation regulations.
- Meet Americans with Disabilities Act (ADA) accessibility requirements.
- Maintain valid registration, insurance, and licensing.

The Contractor shall:

- Maintain a preventive maintenance program.
- Conduct daily pre-trip inspections.
- Ensure annual mechanical inspections are completed.
- Retire vehicles in accordance with the SNEMT Program Guide vehicle age limits.
- Ensure all taxi subcontracting complies with OCTAP requirements and County approval.
- Report incidents, accidents, safety concerns, and other events requiring notification to the County.

All detailed vehicle standards, inspection procedures, and maintenance documentation requirements are governed by the SNEMT Program Guide.

### **Staffing, Training, and Personnel Requirements**

The Contractor shall ensure that all drivers, staff, and volunteers meet applicable licensing, background check, and training requirements; maintain professional conduct and appearance; and comply with all federal, state, local, and County requirements related to safety, confidentiality, accessibility, and customer service.

The Contractor shall implement personnel policies addressing misconduct, workplace safety, and incident reporting and shall provide initial and ongoing training as required by the County.

The County reserves the right to require the removal of any personnel deemed unsuitable for participation in the Program, and the Contractor shall take appropriate corrective action or provide qualified replacement personnel upon request.

### **Customer Satisfaction Survey**

The County may administer an annual Customer Satisfaction Survey as needed. Results of the survey will be distributed as necessary.

## **Data Collection and Reporting**

The Contractor shall:

- Maintain verifiable records of trips, mileage, eligibility, and financial transactions;
- Maintain separate accounting for SNEMT funds;
- Submit monthly invoices, data, and performance reports in County-approved formats;
- Retain records in accordance with applicable retention requirements;
- Provide records for audit, monitoring, or review upon request by the County.

### **Monthly Data Reporting**

Monthly data reporting shall be submitted no later than the fifteenth (15th) business day of each month following the month of service, unless otherwise directed in writing by the County.

### **Monthly Invoices**

Monthly invoices shall be submitted no later than the fifteenth (15th) business day of each month following the month of service, except for the final invoice for services provided during the month of June, which shall be submitted no later than the tenth (10th) business day of July, or as otherwise directed by the County.

Failure to maintain complete, accurate, and verifiable documentation may result in delayed reimbursement, disallowance of costs, corrective action, or other remedies available under this Contract.

### **Database**

The Contractor shall implement and maintain a County-approved database for recording and maintaining program data, unless the County provides or directs the Contractor to use a County-designated database or information system.

The County may, at its discretion, modify or add to these data requirements.

## **Policy and Procedure Development Requirement**

The Contractor shall develop, implement, and maintain written policies and procedures required in the SNEMT Program Guide.

All Contractor-developed policies, procedures, applications, waivers, and forms must be submitted to the County for review and written approval prior to implementation.

No changes may be implemented without County authorization.

## **SECTION 4. SCORING CRITERIA**

**Phase 1 - Written Response Scoring: 500 points maximum**

**Phase 2 - Presentation/Interview Scoring: 400 points maximum**

**Phase 3 - Cost Proposal: 100 points maximum**

**4.1 PHASE 1**

| No. | Evaluation Criteria | Scoring Method | Weight (Points) |
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|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------|
| 1. | <p><b>Organizational Experience and Qualifications</b></p> <p>A. The Respondent shall demonstrate its organizational qualifications and experience to successfully administer and operate a Senior Non-Emergency Medical Transportation (SNEMT) program.</p> <p>The proposal shall include, but not limited to:</p> <ol style="list-style-type: none"> <li>1. Company background, ownership structure, and years in business.</li> <li>2. Experience providing transportation services for older adults, persons with disabilities, or other vulnerable populations.</li> <li>3. Experience administering publicly funded transportation or human services contracts.</li> <li>4. A minimum of three (3) comparable projects completed within the last five (5) years, including: <ul style="list-style-type: none"> <li>○ Client name;</li> <li>○ Scope of Work;</li> <li>○ Contract value;</li> </ul> </li> </ol> | Points Based | 175<br>(35% of Total) |
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|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  | <ul style="list-style-type: none"> <li>○ Annual trip volume served;</li> <li>○ Contract duration;</li> <li>○ Performance outcomes; and</li> <li>○ Reference contact information.</li> </ul> <p>5. Experience with reservation systems, scheduling, dispatch, routing, fleet management, customer service, and performance reporting.</p> <p>6. Disclosure of any pending litigation, bankruptcy, mergers, acquisitions, or other conditions that could affect performance.</p> <p>7. Experience administering publicly funded contracts and maintaining compliance with reporting, invoicing, and fiscal requirements.</p> |  |  |
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| 2. | <p><b>Experience Serving Older Adults, Persons with Disabilities, and Customer Service Excellence</b></p> <p>A. The County seeks a Contractor whose approach aligns with the Office on Aging's commitment to promoting independence, dignity, accessibility, and equitable access to healthcare. The proposal shall describe:</p> <ol style="list-style-type: none"> <li>1. Experience serving older adults and persons with disabilities or mobility limitations.</li> <li>2. A customer service philosophy emphasizing professionalism, compassion, respect, responsiveness, and person-centered service.</li> <li>3. Strategies for providing accessible, culturally responsive, inclusive, and language-accessible services for individuals with limited English proficiency.</li> <li>4. Staff and driver training related to: <ul style="list-style-type: none"> <li>○ Older adult sensitivity;</li> <li>○ Disability awareness and accommodations;</li> <li>○ ADA compliance;</li> <li>○ Effective communication;</li> <li>○ De-escalation techniques;</li> </ul> </li> </ol> | Points Based | 150<br>(30% of Total) |
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|  | <ul style="list-style-type: none"> <li>○ Customer service; and</li> <li>○ Confidentiality.</li> </ul> <ol style="list-style-type: none"> <li>5. Complaint intake, investigation, resolution, and follow-up procedures.</li> <li>6. Customer satisfaction monitoring and continuous improvement practices.</li> <li>7. Strategies that support rider independence while ensuring safety and reliability.</li> <li>8. ADA compliant, wheelchair-accessible, and mobility assistance transportation services</li> </ol> |  |  |
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| 3. | <p><b>Technical Approach, Program Operations, Safety, Technology, Operational Efficiency, and Implementation</b></p> <p>The Respondent shall provide a comprehensive operational plan demonstrating a thorough understanding of the Scope of Work and the SNEMT Program Guide. The proposal shall describe the methodology, processes, resources, and implementation timeline that will be used to successfully administer the Senior Non-Emergency Medical Transportation (SNEMT) Program.</p> <p><b>A. Program Operations:</b><br/>Describe the methodology for:</p> <ul style="list-style-type: none"> <li>Client eligibility and enrollment; Reservation intake and scheduling; Dispatch operations and route management; Door-to-door, curb-to-curb, and wheelchair-accessible transportation; Driver communications and trip monitoring; Trip prioritization and management of no-shows and cancellations; Prevention of passenger stranding; Coordination with County staff and community partners; Data collection, reporting, invoicing, and mileage verification.</li> </ul> <p><b>B. Safety and Risk Management:</b> Describe policies and procedures related to:</p> <ul style="list-style-type: none"> <li>Driver screening and background checks; Drug</li> </ul> | Points Based | 125<br>(25% of Total) |
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|  | <p>and alcohol testing, as applicable; Driver safety training and ongoing monitoring; Vehicle inspections and preventive maintenance; Passenger assistance and wheelchair securement; Incident and accident reporting; Emergency preparedness and response; Business continuity and disaster recovery planning.</p> <p>C. <b>Technology and Data Management:</b> Describe technology used for:</p> <ul style="list-style-type: none"> <li>• Reservations and scheduling; Dispatch and routing; GPS or vehicle tracking; Electronic trip documentation; Mileage verification; Data security and confidentiality; Performance dashboards and reporting capabilities.</li> </ul> <p>D. <b>Operational Efficiency:</b><br/>The County values responsible stewardship of public funds and encourages innovative approaches that maximize available resources while maintaining high-quality service. Describe:</p> <ul style="list-style-type: none"> <li>• Route optimization methodologies; Shared ride strategies and ride matching opportunities; Fleet utilization practices; Scheduling efficiencies; Methods to reduce unnecessary mileage and operating costs; Continuous process improvement initiatives; Data-driven</li> </ul> |  |  |
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|  | <p>operational decision-making; Partnerships or resource leveraging opportunities; Cost-saving measures that maintain safety, accessibility, and customer service.</p> <p>E. <b>Transition and Implementation:</b> Describe the proposed implementation strategy, including:</p> <ul style="list-style-type: none"> <li>• Startup timeline; Staffing readiness;</li> <li>• Vehicle availability; Communication with stakeholders;</li> <li>• Continuity of operations during transition; Risk mitigation strategies.</li> </ul> <p>F. <b>Innovation:</b> Describe any innovative practices, technologies, or process improvements that enhance operational efficiency, customer experience, reporting, safety, accessibility, or program performance.</p> |  |  |
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| 4. | <p><b>Staffing, Management, Training, and Subcontracting Plan</b></p> <p>1. <b>Staffing and Management</b></p> <p>2. Provide:</p> <ul style="list-style-type: none"> <li>○ Organizational chart;</li> <li>○ Qualifications of the Project Manager and key personnel;</li> <li>○ Roles and responsibilities;</li> <li>○ Driver recruitment and retention strategies;</li> <li>○ Staffing contingency plans.</li> </ul> <p>•</p> <p>2. <b>Training</b></p> <p>3. Describe training programs covering:</p> <ul style="list-style-type: none"> <li>○ Defensive driving;</li> <li>○ Passenger assistance;</li> <li>○ Wheelchair securement;</li> <li>○ Emergency procedures;</li> <li>○ Customer service;</li> <li>○ Elder abuse awareness;</li> <li>○ Confidentiality and data security;</li> <li>○ Program policies and procedures.</li> </ul> <p>•</p> <p>3. <b>Subcontracting Plan</b></p> <p>4. If subcontractors are proposed, provide:</p> <ul style="list-style-type: none"> <li>○ The legal name and business location of each subcontractor.</li> <li>○ The services or functions to be subcontracted.</li> <li>○ The reason subcontracting is</li> </ul> | Points Based | 25<br>(5% of Total) |
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|    | <p>necessary and why the work will not be performed directly by the Respondent.</p> <ul style="list-style-type: none"> <li>○ The estimated percentage of work or budget assigned to each subcontractor.</li> <li>○ The qualifications and relevant experience of each subcontractor.</li> <li>○ The oversight and quality assurance measures that will be used to ensure subcontractor compliance.</li> <li>○ A statement acknowledging that the prime Contractor remains fully responsible for all subcontracted work and Contract performance.</li> <li>○ If no subcontractors are proposed, clearly state that all services will be performed by the Respondent.</li> </ul> |              |                             |
| 5. | <p><b>Compliance with the County Model Contract</b></p> <p><b>*Note: Respondents submitting exceptions to the County Model Contract of this RFP, will receive a score of “0” for this criterion.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Points Based | <p>25<br/>(5% of Total)</p> |

## 4.2 PHASE 2

| No. | Evaluation Criteria | Scoring Method | Weight (Points) |
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|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------|
| 1. | <p><b>Presentation/Interview Scoring Format: 400 points maximum:</b></p> <p>County reserves the right to conduct, or to not conduct, oral interviews and/or presentations with the highest-scored Respondent(s). The decision whether to conduct oral interviews/presentations rests solely with County and the decision of the DPA is final. Respondents shall be ready to attend interview within fifteen (15) calendar days of notification. Any inquiry to determine the responsibility of a Respondent to this RFP may be conducted. Respondent agrees that the submission of a Response is permission by Respondent for County to verify all information contained therein. If County believes it necessary, additional information may be requested from Respondent. The County may also send written questions and ask for written responses within five (5) business days. Failure to comply with any such request may disqualify a Respondent from further consideration. Respondents must be prepared to discuss all aspects of their Response in detail, including technical questions. Respondents will not be allowed to alter or amend their Response through the use of the presentation process.</p> <p><b><i>NOTE: If interview/presentations are not conducted, the designated points will be reallocated into the Phase I written scoring based on the percentages states in Phase I, for a new total of 900 total points.</i></b></p> | Points Based | 400<br>(100% of Total) |
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### 4.3 PHASE 3

| No. | Evaluation Criteria | Scoring Method | Weight (Points) |
|-----|---------------------|----------------|-----------------|
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| 1. | <p><b>Cost Proposal - Price Sheet</b></p> <p>Cost proposals will be evaluated based on overall value and reasonableness of the Respondent's proposed pricing under the Base Rate and Mileage Rate reimbursement methodology.</p> <p>Evaluation may include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Competitiveness and reasonableness of proposed Base Rate and Mileage Rate;</li> <li>• Whether the proposed pricing is realistic and supports successful performance of all Contract requirements;</li> <li>• Clarity, completeness, and consistency of the Cost Proposal;</li> <li>• The extent to which the proposed pricing demonstrates value and efficient use of available funding while maintaining safety, accessibility, customer service, and compliance with Contract requirements;</li> <li>• The Respondent's ability to sustain Contract performance at the proposed rates throughout the Contract term.</li> </ul> <p>Should any Preference Policies apply, the Preference Policy Applicable to Cost Proposal criteria will be scored.</p> | Points Based | 100<br>(92.6% of Total) |
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|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------|
| 2. | <p><b>Preference Policy Applicable to Budget Proposal</b></p> <p>A. <u>Request for Proposal (RFP):</u><br/>An additional five percent (5%) shall be applied to the tallied cost score of each certified OCLSB or DVBE to obtain their final score. If the final score of any OCLSB or DVBE matches the final score of a non-OCLSB or non-DVBE, preference shall be given to the certified OCLSB. If two or more OCLSB or DVBEs have the same final score, the County shall determine the contract award based on the County's best interest.</p> <p>B. <u>Dual OCLSB and DVBE Preference provides for the following:</u></p> <ol style="list-style-type: none"> <li>1. Business Certified as OCLSB and DVBE<br/>If a State-certified OCLSB is also a State-certified DVBE, the preference given to that business shall be 8% instead of 5%.</li> </ol> <p>C. <u>Subcontractors:</u><br/>If bidder is submitting subcontractors to qualify for the OCLSB or DVBE preference, bidder must demonstrate through the Staffing Plan that 20% of the total bid amount is allocated to the OCLSB and/or DVBE subcontractor(s).</p> | Points Based | 8<br>(7.4% of Total) |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------|

## **SECTION 5. PROPOSAL RESPONSE REQUIREMENTS**

Responses must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. **Response (Part 3) shall not exceed the 30 Page Maximum Page Limit. No Exceptions.**

***Note: Responses that exceed the page limit noted above will be disqualified from further consideration.***

**Responses are electronically organized into three (3) Parts and are indexed in the order outlined below. Complete all required questions within each part.**

**Cover Page, Table of Contents, dividers and County forms will not count towards the page limit.**

**Part 1 - Compliance Statements (will not count against the page limit)**

**Part 2 - Company Profile & References (will not count against the page limit)**

**Part 3 - Respondent's Responses (counts against the page limit, no exceptions)**

**5.1 PART 1: COMPLIANCE STATEMENTS**

Some \*required questions might not be applicable to your company. Do not leave any required fields blank. Please indicate "N/A" when necessary. A required field that is left blank will prohibit your response from being submitted.

\*indicates that it is required.

**5.1.1 Validity of Response\***

The County requires that all response be valid for at least three hundred sixty-five (365) calendar days. Submissions not valid for at least three hundred sixty-five (365) days will be considered nonresponsive. The Respondent shall state the length of time for which the submitted response shall remain valid below:

Please state 365 calendar Days if your response will be valid for that period of time. If your response will be valid for a different period of time please list the appropriate number of calendar days.

*Maximum response length: 100 characters*

\*Response required

**5.1.2 Certification of Understanding\***

The County assumes no responsibility for any understanding or representation made by any of its officers, employees or agents during or prior to the execution of any Contract resulting from this solicitation unless:

- A. Such understanding or representations are expressly stated in the Contract; and
- B. The Contract expressly provides that the County therefore assumes the responsibility.

Representations made but not expressly stated and for which liability is not expressly assumed by the County in the Contract shall be deemed only for the information of the Respondent.

Respondent certifies that such understanding has been considered in this response.

☐ Please confirm

\*Response required

**5.1.3 Minimum Qualifications/Requirements Statement\***

The Respondent certifies that it has thoroughly examined the County's requirements and meets all minimum qualifications and requirements set forth in this RFP.

☐ Please confirm

\*Response required

**5.1.4 Certificate of Insurance \***

The Respondent shall certify its willingness and ability to provide the required insurance coverage and certificates as set forth in the Model Contract.

☐ Please confirm

\*Response required

**5.1.5 Department of the Treasury, Internal Revenue Service Form W-9 Requirements**

All Contractors will be required to submit to County a federal Form W-9, or form W-8 for foreign vendors. County will inform Contractor, at the time of award, if the Form W-9 or W-8 will be required.

In order to comply with this County requirement, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the agency Deputy Procurement Agent (DPA) the required W-9 or W-8.

You may upload the appropriate form here or comply within the ten (10) days as described above.

**5.1.6 Conflict of Interest\***

Does the Respondent have an existing relationship with the County, past or current, for any financial or business reasons, or any other reason?

An answer of "NO" shall be considered as Respondent certifying that no relationship exists or has existed as outlined below. An answer of "YES" will allow you to disclose the necessary information to the County.

Respondent with an existing or past relationship with the County, for any reason, shall answer "YES" to this question and disclose:

- A. Any financial, business or other relationship with the County, any other entity that the County Board of Supervisors governs, or any County Board member, officer or employee, which may have an impact, affect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide.
- B. Any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work.

☐ Yes

☐ No

\*Response required

When equals "Yes"

**5.1.7 Conflict of Interest Follow Up Question 1\***

Disclose any financial, business or other relationship with the County, any other entity that the County Board of Supervisors governs, or any County Board member, officer or employee, which may have an impact, affect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide.

\*Response required

When equals "Yes"

**5.1.8 Conflict of Interest Follow Up Question 2\***

Disclose any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work.

\*Response required

**5.1.9 Statement of Compliance\***

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP.

- Yes = No Exceptions: This response is in strict compliance with said RFP, including, but not limited to, the terms and conditions set forth in the Contract and its Attachments, the SNEMT Cooperative Agreement, and **no exceptions thereto are proposed.**
- No = Exceptions: If there are any proposed exceptions, This response shall proceed to upload a list of any and all exceptions in accordance with the instructions provided after "No" is selected.

***Note: Respondents submitting exceptions to the County Model Contract listed in this RFP will receive a score of "0" for that criteria.***

☐ Yes

☐ No

\*Response required

When equals "No"

**5.1.10 Attachment for each proposed exception must include:\***

- A. The RFP page number and section of the provision Respondent is taking exception to;
- B. The complete provision Respondent is taking exception to;
- C. The Respondent's suggested rewording;
- D. Reason(s) for submitting the proposed exception; and

E. Any impact the proposed exception may have on cost, scheduling, or other areas.

\*Response required

**5.1.11 Non-Collusion Declaration\***

Each Respondent must execute the Non-Collusion Declaration contained in the solicitation and submit it with the Response.

The County of Orange may require that the Respondent, before awarding any subcontract, secure Non-Collusion Declarations from proposed Subcontractors. The County of Orange does not conduct business with Respondents who engage in the act of Collusion.

- [Non-Collusion Declaration.pdf](#)

\*Response required

**5.1.12 Non-Collusion Declaration - A\***

Has your firm ever initiated discussions with competing consulting firms about the payment structure of an existing or potential future contract with the County of Orange?

**If Respondent selects Yes answer, Respondent must provide a brief explanation below. A “Yes” answer may preclude you from moving forward in the solicitation Process.**

- ☐ Yes  
☐ No

\*Response required

When equals "Yes"

**5.1.13 Reason for Collusion:\***

\*Response required

**5.1.14 Non-Collusion Declaration - B\***

Has your firm participated in any discussions with competing firms in an effort to influence the payment structure for existing or potential County contracts?

**Respondent must select one (1). A “Yes” answer may preclude you from moving forward in the solicitation Process.**

- ☐ Yes  
☐ No

\*Response required

When equals "Yes"

**5.1.15 Provide names of competing firms: \***

\*Response required

**5.1.16 Litigation against County of Orange in the past seven (7) years\***

Respondent must certify either Yes or No:

A. **(Yes)** Respondent certifies current/past litigation as follows:

1. Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving Respondent, or any company that holds a controlling interest in Respondent, against County of Orange in the past seven (7) years.

B. **(No)** Respondent certifies that Respondent or any proposed subcontractors do not have any past or current litigation described above.

☐ Yes

☐ No

\*Response required

When equals "Yes"

**5.1.17 Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving any proposed subcontractors, or any company that holds a controlling interest in subcontractor firm(s), against County of Orange in the past seven (7) years.\***

\*Response required

**5.1.18 Name/Ownership Changes:\***

Respondent must certify either Yes or No below:

A. **(Yes)** Respondent certifies past company name changes and/or ownership changes, for Respondent's firm and any proposed subcontractor firm, as follows:

1. Respondent shall provide detailed information regarding any company name changes (including legal business names) in the past seven (7) years.

B. **(No)** Respondent certifies that Respondent or any proposed subcontractors have not had any company name change or ownership changes in the past seven (7) years.

☐ Yes

☐ No

\*Response required

When equals "Yes"

**5.1.19 Respondent shall provide detailed information regarding any company ownership changes (including legal business names) in the past seven (7) years. \***

\*Response required

**5.1.20 The Levine Act: County of Orange Campaign Contribution Disclosure\***

The Levine Act compliance is a minimum submittal requirement of this solicitation.

Please complete and sign the County of Orange Campaign Contribution Disclosure Form attached hereto. A proposer's failure to provide a completed and signed copy will render its proposal as incomplete and nonresponsive.

***It is the supplier's responsibility to update the County should any new reportable activity occur between initial disclosure and award.***

- [Levine Act - Campaign Contr...](#)

\*Response required

**5.1.21 Political Reform Act Confirmation (Statement of Economic Interest - Form 700)\***

Check the box to confirm - If subject to the Political Reform Act, Respondent shall conform to all requirements of the Act.

Failure to do so shall constitute a material breach and is grounds for immediate termination of the Contract by County. Respondent shall indemnify and hold harmless County for any and all claims for damages resulting from Respondent's violation of this Section.

☐ Please confirm

\*Response required

**5.1.22 Preference Policy - OCLSB/DVBE\***

Orange County Local Small Business (OCLSB) or a Disabled Veteran Business Enterprise (DVBE)

To participate as an OCLSB and/or DVBE, the requirements in the [OCLSB AND DVBE PREFERENCE POLICIES CERTIFICATION REQUIREMENTS](#) must be met

☐ Yes

☐ No

\*Response required

When equals "Yes"

**5.1.23 OC Local Small Business (OCLSB) Preference And Disabled Veteran Business Enterprise (DVBE) Certifications\***

Instructions are located here: <https://cpo.ocgov.com/doing-business-oc/preference-policies>

- [Local Small Business \(OCLSB...](#)

\*Response required

**5.1.24 Contract Signatures\***

Upon recommendation of contract award, Respondent will be required to submit the Signed Contract within ten (10) days of County notification, unless otherwise specified in the RFP.

Selected Respondent will be required to sign a contract upon award. If selected Respondent is a corporation, signature will be provided in accordance with the corporation's code as specified in this solicitation.

☐ Please confirm

\*Response required

**5.1.25 I HAVE READ, UNDERSTOOD AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL, AND TO THE TERMS, CONDITIONS AND ATTACHMENTS REFERENCED HEREIN\***

☐ Please confirm

\*Response required

**5.2 PART 2: COMPANY PROFILE & REFERENCES**

Some \*required questions might not be applicable to your company. Do not leave any required fields blank. Please indicate "N/A" when necessary. A required field that is left blank will prohibit your response from being submitted.

\*indicates that it is required.

**5.2.1 Company Legal Name:\***

\*Response required

**5.2.2 Company Legal Status (corporation, partnership, etc.):\***

\*Response required

**5.2.3 Unique Entity Identifier Number (UEI) \***

The County requires a valid UEI number with active registration status. Your company may obtain one at no cost at <https://sam.gov/entity-registration>.

\*Response required

**5.2.4 California Secretary of State registration - active and in good standing \***

Please upload your active certificate from the California Secretary of State.

CA Sec. of State Verification Link = <https://bizfileonline.sos.ca.gov/search/business>

\*Response required

**5.2.5 D-U-N-S Number\***

Please provide your company's DUNS number.

The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at [www.dnb.com](http://www.dnb.com). If you are unable to provide/obtain a D-U-N-S number, please indicate so in lieu of the number.

\*Response required

**5.2.6 Federal Taxpayer ID Number:\***

\*Response required

**5.2.7 California Department of Justice, Office of Attorney General active registration\***

Please provide your active (registration status is current)

- RCT Registration Number
- Renewal/Expiration Date

DOJ Verification Link - <https://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y>

\*Response required

**5.2.8 DVBE Certification No:\***

To be certified as a Disabled Veteran Business Enterprise by the County of Orange, a business shall meet (1) and (2) below:

- A. Must be certified as a DVBE by the State of California Department of General Services (DGS); and,
- B. DGS DVBE requirements must be valid at the time of bid/proposal submittal.

\*Response required

**5.2.9 SBA Certification No:\***

Enter certification number

\*Response required

**5.2.10 Corporate Office Address\***

What is the address of the company's corporate office? Please provide the full street/ mailing address.

\*Response required

**5.2.11 Local Business Address(es):\***

Please provide the local business address for the company named above. If there are multiple local addresses then please provide all.

\*Response required

**5.2.12 Telephone Number:\***

\*Response required

**5.2.13 Fax Number:\***

\*Response required

**5.2.14 Email Address:\***

\*Response required

**5.2.15 Length of time Respondent has been in business:\***

\*Response required

**5.2.16 Length of time at current location:\***

\*Response required

**5.2.17 Is your firm a sole proprietorship doing business under a different name?\***

☐ Yes

☐ No

\*Response required

When equals "Yes"

**5.2.18 If yes, please indicate sole proprietor's name and the name you are doing business under:\***

\*Response required

**5.2.19 Is Respondent incorporated?\***

☐ Yes

☐ No

\*Response required

When equals "Yes"

**5.2.20 If yes, State of Incorporation:\***

\*Response required

When equals "Yes"

**5.2.21 Contract Signature Authority - Executive Signature\***

If incorporated, please provide the name, contact number, and email of the person who would provide this signature authority. The Executive Signer Authority comes from the President, Vice-President, or Chairperson of the Board.

- Contact Full Name:
- Contact Number:
- E-mail Address:

\*Response required

When equals "Yes"

**5.2.22 Contract Signature Authority - Financial Signature\***

If incorporated, please provide the name, contact number, and email of the person who would provide this signature authority. The Financial Signer Authority comes from the Secretary, Assistant Secretary, Chief Financial Officer, or Treasurer.

- Contact Full Name:
- Contact Number:
- E-mail Address:

\*Response required

When equals "No"

**5.2.23 Contract Signature Authority\***

If not incorporated, please provide the name, contact number, and email of the person who has the binding and signature authority of this contract.

- Contact Full Name:
- Contact Title:
- Contact Number:
- E-mail Address:

\*Response required

**5.2.24 Regular business hours:\***

\*Response required

**5.2.25 Regular holidays observed:\***

\*Response required

**5.2.26 Contact person in reference to this RFP:\***

Please include the following information in this response and note that this person is responsible for monitoring and responding to all communications for this solicitation:

- A. Contact Person Full Name:
- B. Telephone Number:
- C. Fax Number:
- D. Email Address:
- E. Mobile Number:

\*Response required

**5.2.27 Contact person for Accounts Payable:\***

Please include the following information in this response:

- A. Contact Person Full Name:
- B. Telephone Number:
- C. Fax Number:
- D. Email Address:
- E. Mobile Number:

\*Response required

**5.2.28 Contact person for Project Manager:\***

Please include the following information in this response:

- A. Contact Person Full Name:
- B. Telephone Number:
- C. Fax Number:
- D. Email Address:
- E. Mobile Number:

\*Response required

**5.2.29 Company Emergency Contact\***

State the following for the emergency contact person in reference to this services:

- Full Name (First and Last) of contact during non-business hours
- Telephone Number (including area code)
- Fax Number (including area code), if applicable
- Cell Phone Number (if different than regular phone)
- Full Email Address

\*Response required

**5.2.30 References\***

Respondent must demonstrate successful prior performance of comparable services in the public sector arena and provide a minimum five (5) references with three (3) references from public sector entities and clients that are comparable to the County of Orange for which these types of services have been performed within the past five (5) years. **References cannot be from one of the County of Orange departments or from more than one of the same entity.**

Please provide the following information for each of the five references:

- Company Name
- Contact Name
- Email
- Telephone number
- Address
- Contract Effective Dates

- Contract Amount
- Brief Contract Description

\*Response required

### 5.3 **PART 3: RESPONDENT'S RESPONSE**

**This section shall not exceed the page limit. No Exceptions.**

***Note: Responses that exceed the page limit noted above will be disqualified from further consideration.***

#### 5.3.1 **Respondent's Response\***

Please upload responses for each of the Scoring Criteria.

\*Response required

#### 5.3.2 **Proposed Staffing/Key Personnel Plan\***

**Respondent shall use County form provided, otherwise all other pages used for this section will be counted against Respondent's page limit.**

- [Key Personnel-Staffing Plan...](#)
- [Key Personnel-Staffing Plan...](#)

\*Response required

#### 5.3.3 **Certification Regarding Debarment\***

Please download the below documents, complete, and upload.

- [CERTIFICATION REGARDING DEB...](#)

\*Response required

#### 5.3.4 **Audit Requirements\***

Applicant shall certify that it meets all Audit Requirements as set forth herein.

☐ Please confirm

\*Response required

#### 5.3.5 **Application for Senior Non-Emergency Medical Transportation Services\***

Applicant shall certify that it completed the Application for Senior Non-Emergency Medical Transportation Services Attachment contained in the RFP and submitted it with the Proposal.

☐ Please confirm

\*Response required

#### 5.3.6 **Performance History\***

Applicant shall certify that it has a proven track record of delivering similar services and shall support this statement with case studies or performance reports from prior projects, demonstrating the ability to serve target populations effectively.

☐ Please confirm

\*Response required

**5.3.7 Capacity to Deliver\***

Applicant shall certify that it has demonstrated the technical competence, staffing, and infrastructure required to deliver the proposed services. This includes having financial stability, management capabilities, and the resources needed for effective service delivery.

☐ Please confirm

\*Response required

**5.3.8 Integrity and Legal Compliance\***

Applicant shall certify that it is expected to conduct their business with the highest standards of integrity and adhere to ethical practices. Compliance with all relevant laws and regulations is mandatory, and applicants must implement self-monitoring systems to ensure ongoing compliance. Failure to meet legal or contractual obligations may result in contract termination or disqualification from future opportunities

☐ Please confirm

\*Response required

**5.3.9 State of CA Department of Justice (Attorney General)\***

Applicant shall certify that it understands that the State of CA Department of Justice (Attorney General) requires charitable organizations to comply with the Office of Attorney General's registration and reporting requirements.

☐ Please confirm

\*Response required

**5.3.10 California Secretary of State Registration\***

Applicant shall certify that it meets the California Secretary of State's office requirements and is registered with the California Secretary of State.

☐ Please confirm

\*Response required

**5.3.11 Additional Information (Optional)**

**Any pages provided in this section will be counted against the Respondents page limit.**

Respondent may provide any additional information or documentation that demonstrates their ability to perform services. Please do not upload any information already provided in any previous responses.

**5.3.12 In the past ten years, has your organization ever had its non-profit status revoked or withheld by the IRS, the Secretary of State, the State Attorney General, or the Franchise Tax Board? If yes, please provide an explanation. (Proof on Non-Profit Status or Business License.)**

**5.3.13 In the past ten years, has your organization (for profit/non-profit) ever had their license suspended?\***

\*Response required

**5.3.14 Within the past five (5) years, has your organization, any entity in which it holds a controlling interest, any entity that holds an interest in your organization, or any principal officer had any liens or monetary judgments issued against them? If yes, provide the date issued, date resolved, dollar amount, and a brief explanation. The County may request additional information as needed.\***

\*Response required

**5.3.15 Are any of your managers or staff with fiscal responsibilities involved in litigation presently that has any bearing on fiduciary trust or employee relations? If yes, please provide an explanation.\***

\*Response required

**5.3.16 Have any unfavorable rulings or judgements been handed down by any court against your organization, executive director or staff that bears fiduciary duty in the past five years? If yes, please provide an explanation.\***

\*Response required

**5.3.17 Does your organization currently have any unresolved fiscal, reporting or program issues with any of its funding sources? If yes, please provide an explanation.\***

\*Response required

**5.3.18 For any business structure, provide history of acquisitions, buyouts or mergers with other entities in the past ten (10) years.\***

\*Response required

**5.3.19 Provide a copy of your organization's Board of Director's list.\***

\*Response required

**5.3.20 Provide a copy of your organization's Advisory Board list, if applicable.**

**5.3.21 Provide a copy of your organization's 501(c)(3) Tax Exempt Letter. Also include an IRS tax-exempt letter dated no earlier than December 2018, or a current Certificate of Status from the Secretary of State, Business Programs Division. If the updated IRS letter is not available by the due date, submit your current letter as a placeholder along with proof of request. The updated Tax-Exempt Letter must be submitted as soon as available and no later than October 15, 2026.\***

\*Response required

**5.3.22 Provide a copy of your current business license or State of California Contractor's License, if applicable.\***

\*Response required

**5.3.23 Provide a copy of your organization's Articles of Incorporation and By-Laws.\***

\*Response required

**5.3.24 Provide a copy of the minutes of your organization's board meeting where the proposed project was discussed.\***

\*Response required

**5.3.25 Provide a statement regarding any failures or refusals to complete contracts.\***

\*Response required

**5.3.26 Additional Assurances\***

Please download the document, complete, sign, and upload.

- [Additional Assurances.docx](#)

\*Response required

**5.3.27 RFP Application - SNET and Vehicle Description Form\***

Please download both documents, complete, and upload.

- [Attach A - Application - RF...](#)
- [Attachment AA - VEHICLE DES...](#)

\*Response required

**SECTION 6. OCLSB AND DVBE PREFERENCE POLICIES CERTIFICATION REQUIREMENTS**

**County of Orange Local Small Business (OCLSB) Preference and Disabled Veteran Business Enterprise (DVBE) Preference Policies Certification Requirements**

**6.1 OCLSB:**

Effective January 1, 2020, County of Orange Board of Supervisors adopted the OCLSB Preference policy. Implementation of the OCLSB Preference policy supports local businesses, the local economy and the development of the County's tax base.

To be certified as a Local Small Business by the County of Orange, a business shall meet (1) and (2) below:

**A. Local Business Requirements:**

1. Maintains their principal center of operations (i.e. headquarters) within Orange County, and:
2. Has:

- a. A business address located in the County of Orange that is not a post office box, or
- b. A valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.

**B. Small Business Requirements:**

- 1. Must be certified as a Small Business by the [State of California Department of General Services \(DGS\)](#); and,

C. Above requirements must be valid at the time of proposal submittal through the time of award of the contract. The terms and conditions of the contract shall additionally require the contractor to remain in compliance with the Local Business requirements (pursuant to subsection (a) above) through the term of the contract, including any extensions or renewals, and shall provide that contractor's failure to comply may be construed by County as a material breach of the contract.

## **6.2 DVBE:**

Effective January 1, 2021, County of Orange Board of Supervisors adopted the DVBE Preference policy. The DVBE Preference policy supports local business opportunity, economy and the development of County's tax base, and in addition recognizes the service and sacrifice given by the men and women of our Armed Forces.

To be certified as a Disabled Veteran Business Enterprise by the County of Orange, a business shall meet (A) and (B) below:

- A. Must be certified as a DVBE by the [State of California Department of General Services \(DGS\)](#); and,
- B. DGS DVBE requirements must be valid at the time of bid/proposal submittal through the time of award of the contract. The terms and conditions of the contract shall additionally require the contractor to remain in compliance with the DVBE requirements (pursuant to subsection (a) above) through the term of the contract, including any extensions or renewals, and shall provide that the contractor's failure to comply may be construed by the County as a material breach of the contract.

To participate as an OCLSB and/or DVBE please read and follow the process outlined in **COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION REQUIREMENTS** in the SUPPLIER RESPONSES.

**\*NOTE: DVBE PREFERENCE IS NOT APPLICABLE TO PUBLIC WORKS OR A-E CONSTRUCTION PROJECTS.**

## **6.3 OCLSB/DVBE CERTIFICATION REQUIREMENTS:**

**County Of Orange Local Small Business (OCLSB) Preference And Disabled Veteran Business Enterprise (DVBE) Certification Requirements**

- A. To participate as an OCLSB and/or DVBE the following requirements must be met:

1. Must be certified with [State of California the Department of General Services \(DGS\) as a Small Business](#).
2. Must be certified with DGS as an OCLSB and/or DVBE.
3. Maintains their principal center of operations (i.e. headquarters) within Orange County.
4. Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award and through the term of the contract. County reserves the right to verify and/or reject incomplete documents.
5. Complete and sign the Affirmation form attached herein. The signed Affirmation form and the OCLSB Certificate are required and must be returned with the solicitation response. Verify with County: Once a firm becomes certified by the DGS as a small business, the firm shall access the County's [OCLSB verification portal](#) to search for their company legal name in the OCLSB verification database.

B. OCLSB or DVBE Preference provides for the following:

1. Invitation for Bid – IFB

A five percent (5%) deduction in the original bid price shall be applied to all confirmed OCLSB or DVBE bidders for evaluation purposes. If the lowest bidder is a certified OCLSB or DVBE bidder, the contract will be awarded at the certified OCLSB or DVBE's original bid price. The maximum allowable preference deduction is \$100,000.

2. Request for Proposal - RFP

- a. No Cost - Any Request for Proposals that does not include cost as a scoring criteria shall instead apply the five percent (5%) or eight percent (8%) preference percentage pursuant to the eligibility requirements above to a scoring criteria in the RFP that makes up no more than twenty percent (20%) of the total RFP.
- b. With Cost - An additional five percent (5%) shall be applied to the total cost of each certified OCLSB or DVBE to obtain their final score. If the final score of any OCLSB or DVBE matches the final score of a respondent who is not an OCLSB or DVBE, preference shall be given to the certified OCLSB or DVBE. If two or more OCLSBs and/or DVBEs have the same final score, the County shall determine the contract award based on the County's best interests. Notwithstanding these preference procedures, the Orange County Board of Supervisors reserves the right to award contracts in any other permissible manner in consideration of the County's best interests.

C. Dual OCLSB and DVBE Preference provides for the following:

1. Business Certified as OCLSB and DVBE

If a State-certified OCLSB is also a State-certified DVBE, the preference given to that business shall be 8% instead of 5%.

D. Subcontractors

If bidder is submitting subcontractors to qualify for the OCLSB or DVBE preference, bidder must demonstrate through the Staffing Plan that 20% of the total bid amount is allocated to the OCLSB and/or DVBE subcontractor(s).

**\*NOTE: DVBE PREFERENCE IS NOT APPLICABLE TO PUBLIC WORKS OR A-E CONSTRUCTION PROJECTS.**