

REQUEST FOR PROPOSALS

2nd Request

Request for proposals for furnishing transportation services to the Stokes County Department of Social Services will be received by the Stokes County Support Services Supervisor, in the Commissioner's Chambers, Administrative Building, 1014 Main Street, Danbury, North Carolina 27016, until 10:00 a.m., Monday August 26, 2019. Specifications can be obtained by contacting the County at (336) 593-2452. Stokes County reserves the right to reject any or all proposal received, to waive any informality, and to determine the low bidder in the case of tie bids.

Glenda Pruitt
Support Services Supervisor

Section 1 - Bidder Instructions

1.1 Intent of this Request for Proposal (RFP):

The attached RFP specifications are intended as a guide to all prospective bidders for providing transportation for Stokes County Department of Social Services clients. See Scope of Work in Section 2.

Any omission or deviation from the attached specifications shall not relieve bidders from the responsibility of furnishing the Stokes County Department of Services with transportation services capable of meeting the intent of these specifications. All specifications shall be followed. All costs must be shown.

Details included in this RFP are meant to be typical and are not meant to exclude any bidder who is otherwise qualified. It will be the responsibility of bidders to include in their proposal all of the necessary equipment and items needed, even if not specified, to provide this service. All proposals submitted shall be for a complete turnkey job. These specifications are considered the type and minimal performance standards for transportation services to be provided by the bidder.

Any and all omissions or deviations from the attached specifications shall be clearly pointed out in the bidder's proposal using attachment "A", along with the reasons for such deviations.

All costs must be shown. No additional cost will be accepted or paid for by the County of Stokes.

All proposals submitted shall include line item pricing for all items, if requested.

1.2 Issuing Office and Inquiries:

This Request for Proposal (RFP) is issued by the Stokes County Support Services Department on behalf of the Stokes County Department of Social Services. All inquiries, clarifications, or interpretations regarding this RFP should be directed to:

Glenda Pruitt
Stokes County Support Services Department
P.O. Box 20
1014 Main Street
Administrative Building
Danbury, NC 27016
(336) 593-2452
gpruitt@co.stokes.nc.us

Responses to inquiries that affect the content of this RFP will be provided in writing to all recipients of the RFP. It is the responsibility of each vendor to inquire about any aspect of this RFP that is not fully understood or is believed to be susceptible to more than one interpretation.

1.3 Important Dates:

Bid Opening: August 20, 2019

Anticipated Award Date September 23, 2019 (not guaranteed)

1.4 Submission of Proposals:

All Proposals must be presented on the bid form attached to this RFP in a sealed package and mailed, emailed or delivered to:

Stokes County
Attn: Glenda Pruitt
P.O. Box 20
1014 Main Street
Administration Building
Danbury, NC 27016
gpruitt@co.stokes.nc.us

The package or email shall be plainly marked, **TRANSPORTATION SERVICES-DSS**. No responsibility shall attach to the County for the premature opening of any bid proposal not properly addressed or identified.

1.5 Submission Date, Location

Proposals will be accepted until Monday August 26, 2019 @ 10:00 a.m.

In order to be considered for selection, proposals must be received by the County of Stokes as indicated. The bidding process will close at 10:00 a.m. Failure to meet this deadline will disqualify the proposal.

1.6 Proposals Property of the County:

All proposals submitted in response to this RFP become the property of the County once they are opened. Supporting technical manuals will be returned at the written request of the bidder. All submitted proposals and supporting material are a matter of public record.

1.7 Bid Content:

Bidders may not be allowed to submit additional documentation once bids are opened. Care should be taken to ensure that all information provided is accurate, complete, and consistent. Omission of any of the required information may subject the vendor's bid to disqualification.

1.8 Addenda:

Any addenda to these bidding documents shall be issued in writing and will become part of this RFP. No oral statements, explanations, or commitments by anyone shall be of any effect unless incorporated into an addenda. It is the responsibility of the bidder to contact the County before submitting a bid proposal to find out if any addenda have been issued and to request such addenda. Should any questions arise, all bidders shall submit them in writing to Mrs. Glenda Pruitt at gpruitt@co.stokes.nc.us, no later than Thursday, August 22, 2019

1.9 Exceptions:

The vendor must itemize all exceptions to the specifications included in this RFP on the attached Exception Form, referencing the section by number to which the exception is taken. Any RFP section to which the vendor does not take an exception to will be considered as agreed upon by the bidder.

1.10 Evaluation of Proposals:

The County’s staff will evaluate all proposals. However, the County may involve an outside consultant in the evaluation process. Proposals will be evaluated using the criteria outlined below:

- Ability to meet RFP specifications
- Agreement to contract requirements
- Cost
- Qualifications of bidder
- References

A proposal may be eliminated from consideration at the County’s option for failure to comply with any required specification, depending on the nature and extent of non-compliance.

In addition to meeting the RFP specifications, proposals will be evaluated for the ability of a bidder to provide, in the County’s opinion, the best overall solution to meet the County’s objectives for this project.

1.11 Best Prices:

Recommendation of award to the Stokes County Board of Commissioners will be made without any further negotiation based upon receiving competitive proposals; therefore, the best price available to the bidder should be submitted in response to this RFP.

1.12 Rejection of Bids:

The County of Stokes reserves the right to reject any or all bids, with or without cause, when such rejection is in the best interest of the County. The County of Stokes also reserves the right to reject any bid from a bidder who has previously failed to perform properly or complete on-time contracts of a similar nature, or who is not in a position to provide the terms and conditions of the project as determined by the County.

1.13 Notification of Selected Proposal:

The County will notify the selected vendor in writing when the bid is awarded. The selected vendor will have ten (10) days from the date of notification to sign a contract with the County.

1.14 Contract:

Upon acceptance and award of a bidder’s proposal, the contract between the vendor and the County shall consist of (a) the RFP and addenda, (b) the selected proposal and any attachments thereto, and (c) all written communications between the County and the vendor concerning this transaction. The RFP will govern in the event of conflict between the contract and the selected vendor’s proposal.

The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

1.15 Price Protection:

All bidders must affirm in their proposals that prices shall remain the same and will not be subject to an increase for the term of this contract.

1.16 Default:

In case of default of the vendor, the County may procure the articles and/or services called for in the contract from other sources and hold the selected vendor responsible for any excess cost. The performance of the contract may be terminated by the County of Stokes in accordance with this clause, in whole or part, in writing, whenever the County determines that the vendor has failed to meet performance requirements of the contract.

1.17 Assignment or Subcontracting:

The selected vendor shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the County, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without previous consent and approval in writing by the County.

1.18 Governing Law and Forum:

The contract between the County and the bidder shall be governed in accordance with the laws of the State of North Carolina.

1.19 Payment/Invoicing:

Contractor shall at the end of each month forward an invoice to Becky East for services rendered for Stokes County Department of Social Services. No payment will be made for services that have not been authorized by the Stokes County Department of Social Services.

Becky East
Stokes County Department of Social Services
Post Office Box 30
Danbury, NC 27016

Payment will be made to the contractor within thirty (30) days after receipt of invoice(s).

The County shall only be billed for mileage incurred from client's pick-up location to client's destination. Return trip shall only include mileage incurred from client's pick-up location to client's home. Any wait time shall not be billed nor shall be paid for by the County.

The County shall not be invoiced for nor shall be liable to pay for any mileage incurred from Contractor's dispatch location to Stokes County Department of Social Services scheduled first pick-up location or from scheduled last drop-off location to Contractor's dispatch location.

The County reserves the right to plan/approve pick-up routes in order to insure cost efficiency.

1.20 Indemnification:

The selected vendor shall hold the County harmless from liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs, and expenses, including attorney's fees, that (a) arise out of, are connected with, or result directly or indirectly from the vendor's failure to perform any of its obligations under the RFP; or (b) are a result of breach of any of the vendor's warranties. The indemnification responsibilities created by this section shall survive and be enforceable after the contract between the County and the vendor terminates or expires, and they shall be terminated only by the written agreement of the vendor and the County.

1.21 Fund Availability:

Any contract resulting from this solicitation is deemed in effect only to the extent of available appropriations.

1.22 Liability:

The vendor shall act as an independent contractor and not as an employee of Stokes County. The vendor shall be required to indemnify, defend, and hold and save harmless Stokes County, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty as required to be performed by the vendor.

1.23 Insurance Requirements:

The selected vendor shall be required to carry and keep in force at all times, Commercial General Liability, Business Automobile Liability, Workers' Compensation and Employers' Liability insurance to cover all claims made by the public or his/her employees during this contract and will furnish the County evidence that such coverage is in force prior to contract execution.

Commercial General Liability Coverage: Contractor(s) shall maintain occurrence version commercial general liability insurance coverage with a limit of not less than \$2,000,000 per occurrence and will be primary with respect to any insurance programs covering the County, its officials, officers, and employees.

Business Automobile Coverage: Contractor(s) shall maintain business automobile liability insurance coverage with a limit of not less than \$2,000,000 per each accident. Such insurance shall include coverage for owned, hired, rented or leased vehicles.

Workers' Compensation: Contractor(s) shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$100,000 each accident.

1.24 References:

All proposals submitted shall include a list of references, with contact names and telephone numbers.

1.25 Termination for Convenience:

The County of Stokes reserves the right to terminate the contract in whole or in part by giving the vendor written notice at least thirty (30) days prior to the effective date of termination. Upon receipt of notice of termination from the County, the vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the contract shall continue during such notice of any obligations to the extent of such responsibility has not been excused by breach or default of the vendor.

Upon termination, the vendor shall invoice the County for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a professional fee or expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the County prior to the receipt of notice, or with the express written consent of the County, prior to the effective date of termination.

1.26 Proposal Information:

All submitted proposals should include the following:

1. List of references
2. Proof of required insurance coverage
3. Bid proposal form
4. Exception Form
5. Contact person and telephone number for the vendor making the proposal
6. Vehicle descriptions and number of vehicles available for use
7. Experience in the transportation business

Section 2 - Transportation Specifications –Department of Social Services

Explanation of Services to be provided and to whom:

The Contractor agrees to:

- *Be available for transportation requests from 8:30 a.m. to 5:00 p.m., Monday through Friday, except on holidays.
 - *Provide transportation and bill only for clients authorized by the Department.
 - *Coordinate trips to provide the transportation services as efficiently as possible.
 - *Meet all safety and liability requirements for its vehicles and employees as specified in MA-2910/3550, IX. B.G.
 - *Maintain records documenting compliance with all vehicle and employee requirements specified in MA-2910/3550, IX. B.G.
 - *Maintain a Contractor (or provider) Log of eligible client Medicaid Transportation information to ensure an accurate count of Medicaid eligible trips, transportation billing codes, and any other programmatic data to document compliance with the Medicaid Transportation Program.
 - *Ensure that no more than one quarter of one percent of all trips are missed during the course of this contract year.
 - *Meet on-time performance standards such that no more than 5% of trips are late for recipient drop-off to their appointment per month (past the recipient's appointment time).
 - *Make available the G137 (VERIFICATION OF RECEIPT OF MEDICAID COVERED SERVICE) to the drivers to give to the clients to have same form completed by the clients' medical providers for written documentation of Medicaid covered services on the dates of transport.
 - *Receive back the clients' G137s and mail/drop off same forms as completed by the medical providers to the Stokes County Department of Social Services on a weekly schedule.
 - *Report all "No Shows" on a daily basis (reporting "No Shows" from the previous workday is acceptable) and cancellations on a monthly basis. No shows will be invoiced separately.
 - *Record all recipient complaints which deal with matters within the Contractor's control, including date of the complaint, the nature of the complaint and what steps were taken to resolve the complaint.
 - *Apply the provided and correct transportation billing codes on the Medicaid Transportation invoices to SCDSS for reimbursement purposes.
- Provide SCDSS the names of all owners, managers, management entities and subcontractors upon request. Billing/Payment is completed in NC TRACKS.
- *Report to SCDSS any changes such as insurance provider, business ownership, or management or exclusion from participation in Medicaid and/or Medicare.
 - *Allow NC DHHS/DMA officials and SCDSS designated staff to monitor records to ensure that all contract requirements are met, which can include unannounced visits to Contractor's place of business during normal hours of operation.
 - *Not invoice for any driver waiting time.
 - *Invoice mileage both ways for no-shows and cancellations that occur after normal business hours.

2.1 Drivers:

At a minimum, all drivers must be at least 18 years of age or older, hold a current valid drivers license for the class of vehicle they are to operate and have at least two years' worth of driving experience. (Documentation required prior to contract execution)

It is recommended that each driver be trained in passenger assistance techniques and have attended a class on universal precautions for communicable diseases and have taken a class on defensive driving.

2.2 Vehicles:

Contractor shall have at least one large van in his/her fleet that is equipped with a wheel chair ramp in order to transport clients in, if necessary.

All vehicles shall contain the following information packet containing the following items:

- (a) Current vehicle registration from the State of North Carolina.
- (b) Current inspection sticker information.
- (c) Liability insurance coverage information.

All vehicles shall be kept as clean as possible. Passenger seating areas must not pose a hazard of any kind to clients due to debris or broken equipment. Windows, mirrors and doors shall be kept free from obstructions and operate properly.

Stokes County Department of Social Services staff members will be allowed at any time to conduct on-site vehicle inspections. Vehicles will be inspected for necessary vehicle packet information, passenger area obstructions, vehicle appearance, etc.

2.3 Vehicle Logs:

Vehicle logs will be submitted on a weekly basis to the Stokes County Department of Social Services. Logs shall identify all vehicle stops and mileage incurred for each client transported.

2.4 Vehicle Accidents/Moving Violations:

All vehicle accidents, driver-moving violations (on and off duty), and emergency situations must be reported to the Stokes County Department of Social Services. "Emergency situation" shall be defined as any situation in which immediate action by a driver is required.

2.5 Policies and Procedures:

Contractor shall furnish the County with a copy of the following items prior to contract execution or these items may be included with bid sheet:

- (a) Policies and Procedures for handling and reporting emergencies.
- (b) Policies and Procedures for handling and reporting vehicle accidents.
- (c) Policies and Procedures for reporting driver moving violations on and off duty.
- (d) Policies and Procedures for employee drug testing.

2.6 Client Records:

Contractor providing transportation services shall ensure that all client information is maintained in accordance with the State and Federal funding guidelines for transportation.

2.7 General Conditions:

Contractor must comply with the requirements of the Americans with Disabilities Act of 1990, as amended.

Contractor must comply with the requirements of the Older Americans Act of 1965, as amended.

Contractor must comply with the requirements of the Civil Rights Act of 1964, as amended.

Contractor will not request, assign, permit, or engage in religious, sectarian, or political activity or instruction while transporting clients.

Exception Form

List all exceptions taken from attached bid specifications.

BID PROPOSAL FORM Attachment A

Project: Stokes County Department of Social Services Transportation Needs

Bid Date:

To: County of Stokes
 PO Box 20
 Danbury, NC 27016

From: _____
 Name of Bidder

The undersigned as bidder, proposes to provide the Stokes County Department of Social Services:
With various transportation services with the fees of:
May attach proposal to form if needed make note to see Attachment and sign form.

A copy of the bid specifications is included with this proposal. Any and all exceptions taken have been noted on the exception form.

I, (WE), the undersigned as bidder, agree to indemnify and save harmless the County of Stokes from any lawsuits, actions, damages, and cost in every name and description resulting from infringement of any patent, trademark, copyright, or alleged negligence.

I, (WE), the undersigned as bidder, certify that this bid proposal is made without connection with any other person, company or parties bidding on this contract, or with any officer or employee of the County of Stokes, and it is in all respects fair and in good faith without collusion or fraud.

I (WE), the undersigned as bidder, certify that I, (WE) will adhere to all provisions of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act and other equal opportunity requirements established by laws and regulations.

I (WE), the undersigned as bidder, agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, political affiliation or national origin.

Submitted this _____ day of _____, 2019.

Name

By _____ Title _____

Address: _____ Telephone Number _____
Federal ID/Social Security Number _____