Request for Proposal
for
Non-Emergency Medical Transportation Services

PROPOSALS WILL BE RECEIVED UNTIL

12:00 Noon, April 16, 2019
at
City/County Purchasing Department, City Hall Suite 324
101 North Main Street, Winston-Salem, NC 27102

The purpose of this conference will be to review the contract specifications for Non-Emergency Medical Transportation Services (NEMT) to be provided to Forsyth County (the County) on behalf of its Department of Social Services (FCDSS).

You are strongly encouraged to attend or to be represented at the Pre-Proposal Conference if you plan to submit a proposal. Further details of the County’s requirements will be addressed at this time.

Proposals will be received until 12:00 Noon, April 16, 2019.

Jerry Bates
City/County Purchasing Director
Advertisement for Proposals

Non-Emergency Medical Transportation Services

Sealed proposals endorsed “Non-Emergency Medical Transportation Services” to be furnished to the Forsyth County Department of Social Services will be received by the City/County Purchasing Department in Suite 324 of City Hall Building, 101 North Main Street, Winston-Salem, N.C. until 12:00 Noon, April 16, 2019. To obtain the complete proposal document or receive instructions for submitting proposals contact Jerry Bates via email jerryjb@cityofws.org, phone 336-747-6939, or visit the Purchasing Department at same location from 8:00 A.M. to 5:00 P.M. Monday through Friday. The County reserves the right to reject any and all proposals.

A pre-proposal conference will be conducted in the 2nd Floor Committee Room of City Hall Building, 101 North Main Street, Winston-Salem, N.C. beginning at 10:00 A.M. on April 2, 2019. Prospective proposers are strongly encouraged to attend or to be represented at the Pre-Proposal Conference if you plan to submit a proposal. Further details of the County’s requirements will be addressed at this conference.

Jerry Bates
City/County Purchasing Director

This document IS NOT the complete proposal. To obtain the completed proposal specifications contact Jerry Bates via email jerryjb@cityofws.org, by phone 336-747-6939, or visit the Purchasing Department, City Hall Building, Suite 324, 101 North Main Street, Winston-Salem, NC during regular office hours.
TERMS AND CONDITIONS

1. The County reserves the right to hold proposals open for a period of ninety (90) days after due date before making awards.

2. It is the policy of the County that a County employee, officer or agent of the County may not participate in personal services or construction in which a contractor or subcontractor, or any member of his/her immediate family, business partner or any organization in which they serve as an officer, director, trustee or employee, has a financial interest.

3. A Successful Bidder shall comply with the provisions of the terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to the regulations issued pursuant to that Section, which prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal funds; the Americans with Disabilities Act; the Educational Amendment of 1972 under Title IX, in particular Section 901 of such Act; Titles VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued pursuant to those Titles. A Successful Bidder shall comply also with The Personal Responsibility and Work Opportunities Reconciliation Act of 1996 that states that no federal funds may be expended for sectarian worship, instruction, or proselytization. By submitting a proposal, a Successful Bidder agrees to indemnify the County from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of or connected with the failure of the Bidder, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the aforementioned regulations or the rules and regulations issued thereunder any or all of same.

4. A Successful Bidder may be required to execute the following agreements and certifications, a copy of which is attached hereto and incorporated herein by reference:
   a. Certification Regarding Lobbying (3 pgs)
   b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 pgs)
   c. Business Associate Addendum (4 pgs)
   d. Agreement with Respect to Language Access Policy for Persons with Limited English Proficiency (2 pgs)
   e. No Overdue Tax Debts Statement (1 pg)
   f. Conflict of Interest Policy Statement (2 pgs)
   g. General Terms and Conditions (4 pgs)
   h. State Certification (2 pgs)
   i. Certifications-Nondiscrimination, Clean Air Act, Clean Water Act (3 pgs)

5. Bidders may submit proposals to provide any or all of the services described in Section 1.3 herein to any number of individuals up to the approximated number of individuals specified.

6. Bidders must describe all activities that are a part of the services to be provided.

7. Bidders may be asked to provide written answers to clarify aspects of their proposal.

8. No capital purchases shall be included in this RFP. All equipment, tools, materials, or supplies required to provide contracted services shall be supplied by the Successful Bidder.

9. The County assumes no liability for expenses incurred by Bidders resulting from response to this Request for Proposal.

10. Any organization, including faith organizations, non-profits, and for-profit organizations are eligible to apply.
11. This RFP is not in itself an offer of work nor does it commit Forsyth County to fund any proposals submitted.

12. Proposals are to be prepared in the format of the Bidder’s choice; however, the Transmittal Letter/signature page that follows must be completed and included with your proposal. Proposal documents should not be permanently bound to allow for copying if necessary. Paper clips or gem-type clips are acceptable.

13. All materials submitted in response to this RFP will become the property of Forsyth County. Proposals not in compliance with the requirements specified herein or submitted after the deadline will not be considered under the review process.

14. This RFP is issued by Forsyth County Department of Social Services, which is responsible for evaluation and selection of the bid(s). Award notices to Successful Bidders are tentative, pending approval by the Forsyth County Board of Commissioners and/or the Forsyth County Manager.

PROPOSER QUESTIONS AND INQUIRIES
Proposer Questions and Inquiries relative to this RFP must be submitted in writing only by 12:00 Noon, April 9, 2019, to Jerry Bates, City/County Purchasing Director, 101 North Main Street, Winston-Salem, NC 27101 or e-mail: jerryjb@cityofws.org (Email is preferred), Fax: (336) 727-2443. The County will provide written responses to all inquiries received by this date, and responses will be made available to all recipients of this RFP. Any oral responses made by any representative of the County may not be relied upon. Any supplements or amendments to this RFP will be in writing and furnished to known potential bidders.

RFP RESPONSE SUBMISSION
All proposals shall be returned in a sealed container or opaque envelope containing one original proposal (please mark document as original) showing original signatures and seals and two (2) printed copies marked Non-Emergency Medical Transportation Services. In addition to the three (3) paper copies, please include one (1) electronic copy of your proposal in PDF format on flash drive, CD, or other electronic media containing only the information included in the hard copy version of the proposal and clearly labeled with the Company Name and RFP name. Proposals must be submitted to the City/County Purchasing Department in Suite 324, City Hall Building, 101 North Main Street, Winston-Salem, NC, no later than 12:00 Noon, April 16, 2019. Late proposals will not be considered. Submittals will not be accepted by fax or electronic mail.

The County will not be obligated for the expenses of any provider arising out of preparation and/or submittal of responses to this RFP. Any and all proposals to this RFP are to be prepared at the cost and expense of the respondents, with the express understanding that there may be no claims whatsoever for the reimbursement of any costs, damages, or expenses relating to this procurement from the County or any other party for any reason (including the cancellation of this RFP).

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

All proposals should be complete and carefully worded and must convey all of the information requested by the County. If errors or exceptions are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the County will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. The County reserves the right to reproduce proposals for internal use in the evaluation process.

Proposers are expressly forbidden from contacting any other County employee or Forsyth County elected official regarding this Request for Quotations. Any such outside contact may result in disqualification from the request for proposal process.
1.0 GENERAL INFORMATION

1.1 RFP PURPOSE: This Request for Proposal (RFP) provides interested applicants (Applicant/Provider) with the information necessary to prepare and submit proposals to Forsyth County (the County) on behalf of its Department of Social Services (FCDSS). This document sets forth the requirements, expectations, and process that applicants must follow in order to be considered for a Contract with the County. Applicants must describe all activities that are a part of the services to be provided. No capital purchases are included in this RFP. The County may award one or more contracts for the services specified herein. The County is seeking proposals from qualified private transportation providers for rendering Non-emergency Medical transportation services for individuals authorized by FCDSS for Medical-related transportation services.

1.2 AUTHORITY: Proposals in response to this RFP and any Contracts awarded in connection with this RFP shall be governed in accordance with all applicable federal, state, and local laws and regulations.

1.3 SCOPE OF SERVICES: Non-Emergency Medical transportation (NEMT) services for individuals authorized by FCDSS to and/or from locations authorized by FCDSS. NEMT involves both Standing Order trips and Demand-Response trips. A Standing Order Trip is defined as a trip to and from the same location at the same time on the same day(s) of the week. A Demand-Response Trip is defined as any trip not considered a Standing Order Trip. Advance reservations made by FCDSS are required with both types of service.

- The following figures are based on present ridership patterns and are estimates (and not guarantees) of the number of one-way trips that will be required by the County during 7/1/19-6/30/20:
  - To and from locations within Forsyth County, NC: 60,224
    - Including 29,316 Standing Order Dialysis, Drug Treatment Centers, and Behavioral Health Centers specific trips which involve daily trips Monday-Sunday to all dialysis centers, drug treatment centers, and behavioral health centers in Forsyth County.
  - To and from locations within Forsyth County to and from High Point, NC: 124
  - To and from locations within Forsyth County to and from Greensboro, NC: 258
  - To and from locations within Forsyth County to and from Durham/Chapel Hill, NC: 114
  - To and from locations within Forsyth County to and from Charlotte, NC: 30
  - To and from locations within Forsyth County to and from Statesville, NC:1687
  - To and from locations within Forsyth County to and from other locations within North Carolina: 103
  - Of the one-way trips listed above, approximately 22% will require a wheelchair lift-equipped vehicle with a minimum weight limit of 750 lbs.; trips in which such equipment is required shall be billed at the same rate as trips not requiring such equipment. Approximately 18% of the dialysis, drug treatment, and behavioral health Standing Order trips require a wheelchair lift-equipped vehicle.
  - Service Times: Primarily between the hours of 5:00 AM and 8:00 PM Monday through Saturday. Sunday services and Holidays are provided on a reduced schedule as needed. However the supplier must be prepared to handle service requests that extend beyond normal hours. Supplier must have office phone coverage available for customers and FCDSS from 8am to 5pm Mon-Fri.
Applicants may submit proposals for any number of one-way passenger trips for any or all of the Service Areas described herein, up to the estimated number of trips specified.

- FCDSS currently has 3 transportation providers performing the services for NEMT.
- A listing of current rates is attached and incorporated into this document as “Exhibit A”.

1.4 SERVICE REQUIREMENTS

A. PROVIDER SAFETY REQUIREMENTS:

1. Licensed Operator: All drivers must be a least 18 years of age and properly licensed to operate the specific vehicle used to transport beneficiaries in accordance with Chapter 20, Article 2, §20-7 of the General Statutes of North Carolina and regulations administered by the North Carolina Division of Motor Vehicles. Vendors must provide a copy of a current North Carolina driver’s license for all drivers transporting FCDSS beneficiaries to be kept on file with the Medicaid Transportation Coordinator (MTC).

2. State Inspection: All vehicles used to transport beneficiaries must have a valid State Registration and State Inspection. A copy of the current registration and state inspection to be submitted to the MTC.

3. Alcohol and Drug Testing: Provider must participate in a random alcohol and drug testing program which meets the requirements of the Federal Transit Authority (FTA). The provider is obligated to pay for the alcohol and drug testing program. Test results for all drivers transporting FCDSS beneficiaries are to be submitted to the MTC. When tests are randomly updated the new information is to be sent to the MTC.

4. Background Checks: Provider must perform criminal background checks on all personnel, paid or volunteer, who work directly with recipients through the North Carolina Law Enforcement Division or, if not a resident of North Carolina for at least 5 consecutive years, the National Crime Information Center (NCIC) prior to employment and every three years thereafter. Conviction, guilty plea or plea of no contest to any of the following is grounds for disqualification from working directly with recipients covered under this Agreement if committed within the 10 year period preceding the date of the background check: 1.) Murder, 2.) Rape or aggravated sexual abuse, 3.) Kidnapping or hostage taking, 4.) Assault inflicting serious bodily injury, 5.) A federal crime of terrorism, 6.) Unlawful possession, use, sale, distribution, or manufacture of an explosive device, 7.) Unlawful possession, use, sale, distribution, or manufacture of a weapon, 8.) Elder abuse/exploitation, 9.) Child abuse/exploitation, 10.) Illegal sale or possession of a Schedule I or II controlled substance, 11.) Conspiracy to commit any of the above. Background checks must be performed every three years and updated information provided to the MTC.

5. Driving Records: Provider must review the driving records for the last three years of all drivers transporting recipients and shall be reviewed every 12 months. Drivers must have no more than two chargeable accidents or moving violations in the past three years and must not have a driver’s license suspension or revocation within the past five years. Driving records are to be submitted to the MTC and updated yearly.

6. Record Documentation: Provider must ensure to maintain records documenting the following and provide same to FCDSS:

- Valid current copies of Driver’s License for all drivers;
- Current valid Vehicle Registration, for all vehicles transporting clients;
- Driving records for all drivers for the past three years and with annual updates;
- Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
- Alcohol and Drug Testing policy which meets the Federal Transit Authority guidelines

B. PROVIDER PERFORMANCE REQUIREMENTS:
1. Providers shall have no more than one quarter of one percent of all trips missed by fault of the vendor ("vendor no-show") during the course of the contract year.

2. Provider shall meet an on-time performance standard of no more than 5% of trips should be late for recipient drop-off to their appointment per month (past recipient’s appointment time).

C. OTHER PROVIDER OBLIGATIONS:

1. Providers are obligated to report any changes such as insurance provider, business ownership or management or exclusion from participation in Medicare

2. Providers are obligated to allow monitoring of records to ensure all contract requirements are met. This includes on-site monitoring

3. Providers are obligated to report all no-shows and cancellations on a daily basis

4. Providers are obligated to record all beneficiary complaints which deal with matters in the vendor’s control, including the date that the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
   Example 1: A beneficiary complains about the speed of the vehicle in which he was transported. This complaint must be logged.
   Example 2: A beneficiary complains that the driver was late. This complaint must be logged.
   Example 3: A beneficiary complains that one of the other passengers was talking on a cell phone for the entire trip. There is no need to log this complaint.

5. Providers are obligated to have written policies and procedures regarding how drivers handle and report incidents, including client emergencies, vehicle breakdowns, accidents and other service delays.

6. Providers are obligated to use the provided transportation billing codes on invoices/spreadsheets to the county DSS for reimbursements.

7. Providers are obligated to meet ALL Provider Enrollment requirements.

E. PROVIDER VEHICLES:

1. The Provider shall use only vehicles owned or leased and operated by the Provider for provision of services.

2. All vehicles operating under a Contract with the County must comply with or exceed the safety, mechanical, and operating standards of the State of North Carolina and/or the City of Winston-Salem North Carolina and be subject to a preventative maintenance program.

3. All vehicles must be clearly marked with the Provider’s name as to allow passengers to easily identify its vehicles.

4. Provider is expected to perform daily safety inspections of vehicles prior to use under a Contract with the County; vehicles failing the daily inspection shall not be used until deficiencies are corrected.

5. The Provider shall provide a means of communications between and among its dispatchers and vehicle drivers.

F. PROVIDER DRIVERS:

All drivers paid or volunteers, or subcontracted by the Provider in addition to the requirements in 1.4 A. Above:

1. Shall receive training from the Provider regarding special care and precautions needed to assist the elderly or disabled passengers, passenger courtesy and comfort, and defensive and safe driving. Provider shall maintain written documentation of such training provided to its drivers.

2. Shall not smoke or use smokeless tobacco products while transporting beneficiaries.

3. Shall be neat and clean in appearance when transporting beneficiaries.
G. OTHER PROVIDER SERVICE REQUIREMENTS:

1. Provider must ensure the maintenance of sufficient staff, facilities and equipment to deliver the agreed upon services.

2. Provider must attend scheduled or requested meetings with DSS to discuss problems, procedures and/or needed adjustments to service delivery.

3. Provider’s transit vehicle shall pick up and discharge passengers at the door of their home or destination. The driver shall be responsible for assisting the passenger along walks or steps to the door of the home or other destination if the passenger requests such assistance.

4. Provider’s transit vehicle shall pick up passengers from origin pick up location within 15 minutes of scheduled pick up time and must pick up return trip passengers within 1 hour of notification that the passenger is ready for the return trip.

5. Children under the age of 18 years or any passenger with special needs may not ride without an authorized adult. This does not apply to transportation for Day Treatment services.

6. Children of authorized passenger and/or an escort may ride with an authorized passenger at no additional cost to the County. They must board and de-board at the same location as the authorized passenger.

7. Children under the age of 8 years (or as required by law) shall be transported in a size and weight appropriate child safety seat that is provided by the child’s Parent or Guardians. The Service Provider shall not be expected to provide such safety seats but must refuse to transport a child until such time the appropriate safety seat is provided.

8. Provider shall notify the County by telephone within one-half hour and report in writing within 24 hours of:
   o A collision between Provider’s vehicle in which a FCDSS beneficiary is a passenger and another vehicle, person or object;
   o Any passenger complaint, accident, or illness while being transported under a Contract between Provider and the County.

9. As regulations prohibit the use of Medicaid funds for ‘no-shows’ (reserved appointments that a passenger does not keep) the Provider cannot be compensated for such occurrences.

10. Provider’s driver shall wait for an assigned passenger for a minimum of ten (10) minutes at the pick-up location before leaving the pick-up location and reporting the ‘no-show’ trip to the County.

11. As regulations prohibit the use of Medicaid funds for ‘wait time’, the County can pay only the Provider’s per trip fee and cannot pay for driver’s ‘wait time’.

12. No fare shall be collected from any passenger.

13. Every effort must be made by Provider to provide transportation for dialysis patients and others with life-threatening illnesses during inclement weather. Should provider choose not to place their drivers and vehicles on the roads due to the inclement weather they should promptly notify FCDSS so that staff may attempt to reschedule these patients with other providers.

14. The Provider, employees of the Provider, or subcontractors of the Provider shall be subject to the confidentiality laws of the State of North Carolina.

15. Forsyth County DSS:
   o Shall Fax to Provider written authorization for each authorized passenger and related authorized trips prior to provision of services. Written authorization shall include passenger name, Medicaid ID#, trip origin and destination addresses, scheduled pick up and return dates/times, additional information regarding passenger’s mobility, authorized escort/attendant or additional riders, and other special instructions. However, FCDSS maintains the right to make changes in this authorization process as deemed necessary by the agency.
   o Shall request transportation services no later than 3:00pm the day before a requested trip except in extreme circumstances.
o Shall enforce its Transportation “No Show” policy, which includes a loss of transportation services for missing 3 or more scheduled trips within a 3-month period, failure to give 24 hours’ notice of cancellation for a scheduled trip, and unruly behavior.

This document IS NOT the complete proposal. To obtain the completed proposal specifications contact Jerry Bates via email jerryjb@cityofws.org, by phone 336-747-6939, or visit the Purchasing Department, City Hall Building, Suite 324, 101 North Main Street, Winston-Salem, NC during regular office hours

1.5 PROPOSAL CONTENT and CRITERIA

All materials submitted in response to this proposal will become the property of Forsyth County. Responses to this RFP must correlate with the alphanumeric characters in the RFP. Each item in the RFP should be addressed in Applicant’s proposal and must contain the following:

1. A transmittal letter signed and dated by an individual authorized to bind the bidder legally must accompany each proposal. Evidence must be submitted showing the individual's authority to bind the bidder. The transmittal letter must bear the name of the firm.

2. A cover sheet that includes the applicant’s identification information including business mailing address, phone and fax numbers, person(s) to be contacted, and Federal Tax ID Number. The cover sheet should also specify which service(s) the proposal includes.

3. A brief (not to exceed 5 double-spaced pages) narrative that describes:
   o A history and overview of the Applicant agency
   o Number and location of local and headquarter offices
   o Agency’s experience in providing services requested
   o Agency’s mediation procedures for customer complains
   o Agency’s driver policies, procedures, and training requirements
   o Verification that the Agency is an NEMT Provider in NCTRACKS or in the application process to become an NEMT Provider
   o Year, manufacture/model, & seating capacity of any Agency vehicles to be used; include how many are equipped with wheelchair lift and weight capacity (a minimum weight capacity of 750 pounds).

4. Fee Schedule: Applicants should provide proposals based on a one-way flat rate to/from the Services Areas as described in Section 1.3 Scope of Services including the estimated number of trips specified. Rates should not differ between ambulatory and non-ambulatory.

5. Copy of last fiscal year audit. If the provider is a new firm, a letter from the head of the organization must be included stating that an audit will be provided upon completion of the contract.

6. The names of three references, each including a specific contact name and phone number. References should be able to attest to the ability of applicant to provide the services requested with evidence the services have been provided for an agency similar in nature and size with similar State requirements. No FCDSS employees may be used as references.

7. Other information that a bidder believes to be pertinent but not specifically requested elsewhere in this Request for Proposal.

8. The proposal must be typed in a 12-point font. The proposal should be organized in accordance with the selection criteria noted in Section 5.0. Proposals not in compliance with these requirements or submitted after the deadline will not be considered under the review process.

1.6 TERM OF CONTRACT:
If a contract is awarded through this RFP, it will be effective upon full execution of the agreement for an initial term beginning July 1, 2019, and ending June 30, 2020. Bid terms reserve the right for the County Commissioners and FCDSS to extend each contract for (4) four additional one-year periods through June 30, 2024 subject to agreement by both parties. The above term of contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

The Contractor may request price increases in writing annually by April 15th immediately preceding contract expiration. A request for price increase must include justification documentation to substantiate the request. Any contract extension is subject to the continuation of usage and availability of funds.

1.7 **PAYMENT:**

Billing to the county will be on a monthly basis via email by the 10th day of the month following the month of service. Provider’s monthly invoice shall be accompanied by a transportation log (spreadsheet) that contains:

- Authorized passenger name and address
- Authorized passenger Medicaid ID#
- Date of trip
- Name and Address of Medical Provider
- NEMT Code
- Number of One-Way Trips
- Cost of Trip(s)

In addition to the transportation log, the following documents must be provided:

- DMA-5118 completed by the Medical provider of the authorized trip

Following contract approval, the county will approve and upload prior authorizations into NCTRACKS within thirty (30) days of receipt of correct spreadsheet/invoice, for provider to submit claims for payment by State of NC.

However, FCDSS maintains the right to make changes in the invoice/spreadsheet process as deemed necessary by the agency.

1.8 **SCHEDULE OF ACTIVITIES:**

The events leading to the consideration of an award of a contract associated with this RFP are as follows:

- Bidders’ Conference: **10:00 AM, April 2, 2019**
- Question Period Ends: **12:00 Noon, April 9, 2019**
- Proposals Due: **12:00 Noon, April 16, 2019**
- Panel Review of Proposal: week ending TBD
- *Determine Bid(s) Recommendation: on or before TBD
- Commence Services: 07/01/2019

*All applicants will be notified of bid recommendations after this date. Award notices to successful applicants will be tentative pending approval by the Forsyth County Commissioners.*

1.9 **PROPOSAL DEADLINE:**
All proposals must be received by 12:00 Noon, April 16, 2019 as follows:

**By Mail:**
Jerry Bates
City/County Purchasing Director
City/County Purchasing Office
P. O. Box 2511
Winston-Salem, NC 27102

**By Hand:**
Jerry Bates
City/County Purchasing Director
City/County Purchasing Office
101 North Main St. Suite 324
Winston-Salem, NC 27101

1.10 **ORAL PRESENTATION:**

Bidders may be asked to provide oral answers to clarify aspects of their proposal.

2.0 **ADMINISTRATIVE REQUIREMENTS**

2.1 **SOLE POINT OF CONTACT:**

No questions regarding this RFP will be answered by FCDSS staff. Questions concerning this RFP must be provided in writing prior to 12:00 Noon, April 9, 2019, and directed to:

Jerry Bates, City/County Purchasing, P.O. Box 2511. Winston Salem, NC 27102

jerryjb@cityofws.org (Email is preferred) Fax:(336) 747-9277

2.2 **RESPONSE EXPENSE:**

The County assumes no liability for expenses incurred by Providers resulting from response to this Request for Proposal.

2.3 **COMPENSATION TO THE SELECTED BIDDER:**

The selected bidder will be compensated for providing the specified services at the rates, terms, and conditions established in the signed contract. FCDSS assumes no liability for insurance premiums or cost to become an NEMT provider or any other “cost of doing business” expenses.

3.0 **INFORMATION REQUIRED FROM THE BIDDER**

3.1 **BIDDER'S QUALIFICATIONS:**

The proposal must contain any documents and other information the bidder deems necessary to demonstrate fully its qualifications and allow the County to evaluate its ability to provide the service.

3.2 **SUBCONTRACTING:**

The selected Providers shall not subcontract any part of the contracted services after award of the contract without written approval of Forsyth County. The selected Providers will require all subcontractors to comply with all provisions herein. Notwithstanding, the selected Providers will be held liable for compliance with all duties and functions required by the contract, whether performed by the Provider or an approved subcontractor. If considering using subcontractors, please include the number of subcontractors anticipated.

4.0 **INSURANCE REQUIREMENTS**

The Provider shall maintain for the duration of a contract, at its sole expense, the following insurance coverage:
Commercial Liability Insurance

1. The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than $1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance:
   a. Shall name Forsyth County, its officials, officers, and employees as insured, with respect to performance of the services of this contract. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
   b. Shall be primary with respect to insurance or self-insured retention programs covering Forsyth County, its officials, officers, and employees.

Business Automobile Liability Insurance

1. The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than $1,500,000 each accident for vehicles with a seating capacity of 15 passengers or less and $5,000,000 for vehicles designed to transport more than 15 passengers, including the driver. Such insurance shall include coverage for owned, hired, and non-owned automobiles used to provide services under this Agreement.

Workers’ Compensation and Employers’ Liability Insurance

1. The Provider shall maintain workers’ compensation insurance with North Carolina statutory limits and employers’ liability insurance with limits of not less than $100,000 each accident.

Professional Liability Insurance

1. The Provider shall maintain professional liability insurance with limits of not less than $1,000,000 per occurrence. If such insurance contains an aggregate limit, it shall apply separately to this Agreement and be no less than two times the occurrence limit.
   Sexual and Physical Abuse/Molestation limits shall be no less than $500,000 per occurrence/$1,000,000 Aggregate (must be listed as a separate line item on the Certificate of Insurance). Such insurance:
   a. Shall name the County, its officials, officers and employees as insureds with respect to performance of the services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
   b. Shall be primary with respect to any insurance of self-insured retention programs covering the County, its officials, officers and employees.
   c. Shall include a special project endorsement.
   d. Shall include all professional liability claims against the insured and the incurred legal costs of defending those claims.

Other Insurance Requirements

The Provider shall:

1. Prior to commencement of services, furnish the County with properly executed certificates of insurance which shall clearly evidence all insurance required in this section, and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days’ prior notice to the County at: Forsyth County Risk Manager, 201 N. Chestnut St., Winston-Salem, NC 27101.
2. Provide certified copies of endorsements and policies, if requested by Forsyth County, in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance that expires prior to the completion of services under this Agreement.
4. Maintain such insurance with insurers authorized to do business in North Carolina and having A.M. Best Company ratings of not less than A: VII. Any alternatives to this requirement shall require written approval of Forsyth County’s Risk Manager.
5. A contract must not be executed without a properly executed certificate of insurance evidencing all required coverage, including evidence of required additional insured.
BID REQUIREMENT: A certificate of insurance must be submitted with each bid. This certificate may be a sample. However, a contract will not be executed without a properly executed certificate of insurance evidencing all required coverage’s, including evidence of required additional insurance.

5.0 DETERMINATION OF SUCCESSFUL BIDDER(S)

In awarding contract(s) for this service, the County will determine in its sole judgment the proposal(s) which is/are the most advantageous to the County, considering the price, performance, and all other factors listed in the RFP. The proposal will be rated on the following criteria:

- Compliance with the RFP Requirements
- Applicant’s ability to best meet the criteria set forth in this RFP in Section 1.5 Service Requirements
- Training, knowledge and skill of vendor’s staff
- Cost-effectiveness
- Agency’s experience in providing services to agency’s similar in nature and size with similar State mandated requirements
- Agency is an approved NEMT Provider or in the application process
- Sufficiency of the financial resources and financial ability of the vendor to enter into and perform the contract services

The Applicant(s) whose combination of these criteria is/are deemed to be in the best interest of the County will be recommended to the Forsyth County Commissioners as the successful Applicant(s). The County reserves the unqualified right to reject any or all bids.

6.0 CONDITIONS

6.1 BINDING CONTRACT/MODIFICATION OR WITHDRAWAL OF PROPOSALS:

A proposal in response to the RFP shall remain available for acceptance for a period of ninety (90) days from the bid opening date.

6.2 INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, the Applicant certifies the following:

a. Prices in the proposal were developed independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Providers or with any competitor;

b. Unless otherwise required by law, prices were not knowingly disclosed by the Applicant to others and will not knowingly be disclosed by the Applicant prior to bid opening; and

c. No attempt has been made or will be made by the Applicant to induce any other person or firm to submit a proposal for the purpose of restricting competition.

6.3 DISCLAIMER:

All statistical and fiscal information contained in this RFP and its appendices, including amendments and modifications thereto, reflect the best and most accurate information available to the County at the time of RFP preparation but are not to be construed as a guarantee of future activities.

6.4 TERMINATION:

The contract will be subject to termination under any of the following conditions:
a. Upon Notice: The County of Forsyth or the selected Provider may terminate the contract at any time with a thirty (30) day prior written notice to the other party.
b. By the County for Cause without Notice: If the selected Provider fails to perform its obligation in a timely manner in accordance with the requirements of the contract.
c. Failure of County to Pay without Notice: The contract may be terminated by the selected Provider(s) upon failure of the County of Forsyth to make appropriate payments for services duly provided and accepted by the County, if payment is more than thirty (30) days overdue.

6.5 REQUESTING ADDITIONAL INFORMATION:

The County reserves the right to request additional data, information, oral discussion, or presentation to support any written proposal or to clarify any aspect of any proposal.

This document IS NOT the complete proposal. To obtain the completed proposal specifications contact Jerry Bates via email jerryjb@cityofws.org, by phone 336-747-6939, or visit the Purchasing Department, City Hall Building, Suite 324, 101 North Main Street, Winston-Salem, NC during regular office hours.