

COUNTY OF CHATHAM  
REQUEST FOR QUALIFICATIONS FOR  
NON EMERGENCY MEDICAID TRANSPORTATION SERVICES

**Description**

The Chatham County Department of Social Services is requesting proposals from qualified contractors to provide statements of qualification for the following Non-Emergency Medicaid Transportation (NEMT) services:

1. Medicaid Transportation- Provide weekday transportation for all Medicaid covered services.
2. Medicaid Transportation- Provide after hours and weekend transportation for all Medicaid covered services.

Federal funds are used in this procurement. All contractors and approved subcontractors must comply with all applicable federal and state laws, regulations, executive orders and conditions of the identified funding source. The contract(s) will be awarded as a Fixed-Price, or Cost Reimbursement Basis. The County intends to award a “Primary” contract and a “Secondary” contract for a term of up-to five years.

This announcement and attachments can be found on the County’s “Bid Opportunity” webpage at <http://www.chathamnc.org/business/current-bid-proposal-opportunities>. Any addendum issued will be posted here as well.

**Scope of Work**

The work elements include, but are not limited to:

1. Provide transportation for Medicaid covered services when the primary reason for the trip is medical care. This transportation must be from the designated pick-up point in Chatham County to the nearest appropriate medical provider and then a return trip back to the point of origin.
2. Enrollment in NCTRACKS prior to the provision of Non-Emergency Medicaid Transportation Services
3. Certification and/or assurance of compliance with contractual safety and risk obligations including provision of records of insurance, fuel, inspection, registration, maintenance and repairs, expenses, and all other operating records for each vehicle as requested. This should also include policies and procedures regarding how drivers handle and report accidents, including client emergencies, vehicle breakdown, and other service delays.
4. Completion of documentation and training as required by Chatham County Department of Social Services, NC Department of Health and Human Services, and/or the Division of Health Benefits Manual section MA-2910.
5. Supervision, recruitment, hiring, promote and manage qualified personnel necessary to coordinate services as described herein.
6. Maintain appropriate records and make these records available for local, federal and state audits including any changes in service provision (e.g. insurance provider, business, ownership, and provider enrollment status).
7. Meet NEMT program performance standards including no more than one quarter of one percent of all trips be missed during the course of the contract year and no

more than five percent of trips should be late for beneficiary appointment drop off per month.

### **Proposed Schedule**

April 18, 2019	Announce Opportunity
May 2, 2019	All Questions Must be Received
By May 9, 2019, 5:00 PM	Proposals must be received
By June 3, 2019	Evaluate respondents
June 17, 2019	Board of Commissioners meeting

### **Requirements**

Chatham County will receive written responses until 5:00 on May 9, 2019. Responses after this time will not be accepted. Responses should be concise and address the objectives requested by the County

All respondents to the Request for Qualifications shall address the following, as a minimum and should conform to the numbering system used below:

1. Letter of transmittal identifying the contact person and contact information including Name, Mailing address, physical address, e-mail address, phone, and fax numbers.
2. Statement substantiating the organization's understanding of the duties, expectations, and assignments being requested.
3. Organization's background and history.
4. Identify all key personnel to be assigned to perform the services outlined in this RFQ.
5. Provide information regarding education, training, registrations, certifications and/or licenses for each team member.
6. Summarize what you consider are the qualifications of your organization and/or team that make you the most qualified organization to perform the work associated with this solicitation including similar work experience.
7. State any history or present condition that would put the organization in any conflict of interest.
8. Describe organization's policies, procedures and plans to ensure quality services (training, internal quality practices, etc.).
9. Describe your organization's flexibility in responding to immediate needs that arise.
10. Please provide 3 references with an emphasis on references that have received services similar to those outlined in this request.
11. Describe the level of technology used by your office.
12. Provide your proposed fee schedule for service and hours of operation. Costs associated with beneficiary "no shows" and wait time cannot be billed separately.
13. Describe your organization's billing practices including ability to meet Non-Emergency Medicaid Transportation billing requirements.
14. Limits of insurance.
15. Any judgments within the last three (3) years in which Respondent has been adjudicated liable. If any exist, please explain.

16. Whether the Respondent is now or has been involved in any bankruptcy or reorganization proceedings in the last ten (10) years. If yes, please explain.

**Insurance Requirement**

During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract. (Non-applicable-individual)
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment. **(Non-applicable)**
- (d) **Liability Insurance**- Sufficient insurance coverage is necessary to adequately protect the agency and the beneficiaries transported. A guide for minimum coverage shall be the amount required for common carrier passenger vehicles by the North Carolina Utilities Commission (see <http://www.ncuc.net/ncrules/chapter02.pdf>, Rule 02-36).
  - a. Commercial Vehicles
    - (1) Agencies should require contract transportation vendors to carry liability at the minimum statutory requirements. 28
    - (2) When commercial vehicles (16 passengers or more) are used to provide beneficiary transportation services, agencies should obtain a copy of the private contractor's Certificate of Insurance documenting that the local agency Director or designee is an "additional insured." The party identified as an "additional insured" will be notified 30 days in advance of a contractor dropping any coverage.
  - b. "For Hire" Vehicles
    - (1) "For Hire" passenger vehicles are defined as vehicles used for compensation to transport the general public as well as human service beneficiaries and are, therefore, subject to the regulations of the N.C. Public Utilities Commission. Taxi cabs and public transportation systems do not fall into this category.
    - (2) Transportation vendors licensed as "For Hire" public conveyance operators must meet statutory requirements for their classification and operator responsibilities. Currently, \$1.5 million liability insurance

coverage is required on vehicles with a seating capacity of 15 passengers or less, including the driver, and \$5 million coverage for vehicles designed to transport more than 15 passengers, including the driver.

The County shall be named as an additional insured on both the professional liability and comprehensive general liability coverage. Contractor shall furnish copies of all such policies and all renewals, terminations and alterations to the County on a current basis.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. The Contractor may meet its requirements of maintaining specified coverage and limits by demonstrating to the County that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the County. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the contractor's.

#### **Everify**

Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services hereunder, Contractor and Contractor's subcontractors, if any, are subject to the provisions of N.C. Gen. Stats. §64-26(a). Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

#### **Iran Divestment Act**

Effective October 1, 2015 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of §143C-6A-5. Contractor agrees to fully comply with such statute and require Contractors subcontractors, if any, to fully comply with such statute.

#### **Divestment from Companies that Boycott Israel:**

Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to NC G.S. 147-86.80 et al, and (b) it will not take any action causing it to appear on any such list during the term of the Contract Agreement.

#### **Selection and Award**

Chatham County DSS may conduct interviews of one or more applicants before making a final selection. A primary and secondary provider may be selected. The interview team will include: 1) the DSS Director, 2) the NEMT Supervisor and 3) the Economic Services Program Administrator.

The proposals will be evaluated by the interview and selection team (Team). The Team reserves the right to request more information from consultants submitting proposals. Each selection committee member will review and evaluate each proposal.

The Team will meet together, and determine the importance of each criteria item generating the points assigned according to the matrix (see Attachment A). Each individual proposal shall be awarded points for each evaluation criteria within their proposal with Below Meets (1 point), Meets (2 points) and Above Meets (3 points). The firm's individual value for the criteria item is multiplied by the total value for the specific item generating the weighted score for that firm, per criteria item. The highest accumulated scoring proposals will be considered.

If it is determined that a short list should be developed, interviews may be conducted with the top two or more firms by the county team, after which final discussions will take place. At the conclusion of the evaluation process, the Team will, in order of preference, conduct negotiations with the Offerors, starting with the highest ranked proposal and continuing until a contract, satisfactory to the County, is agreed upon. Award will be recommended for more than one contract, with a "Primary" and "Secondary" identified.

The contract will be awarded to the most qualified organization(s) and right to reject any of and all responses based on the following criteria:

1. Demonstrated understanding of the service and related policies in this Request for Qualifications
2. Familiarity and proximity to Chatham County
3. Related experience
4. Ability of the organization to meet the availability requirements
5. Successful negotiation of rate
6. Such other appropriate information as the County Department deems advisable

Chatham County reserves the right to reject any and all proposals or any part thereof and to select the most responsive proposal that is deemed in the best interest of Chatham County.

#### **PROPOSAL INSTRUCTIONS**

- A. **Proposal Deadline:** Must be received by Chatham County no later than May 9, 2019, 5:00 p.m. EST
- B. **Submission of Qualifications:** The County is requesting 3 hard copies and one electronic on media with the submittal prior to the deadline. All copies must be sent to one of the following delivery addresses:
  - Postal Address: Cacie Langley, Chatham County Finance Office, P. O. Box 608, Pittsboro, NC 27312
  - Street Address: Cacie Langley, County Finance Office, Courthouse Annex, 12 East Street, Pittsboro, NC 27312
- C. **Withdrawal of Submittals** Proposing vendors may withdraw their proposals any time before the deadline for submission on May 9, 2019, 5:00 p.m. EST, but

the withdrawal must be submitted in writing and signed by the proposing vendor.

D. **Inquiries and Corrections**

All inquiries relating to this request should be in writing and addressed to:

Cacie Langley  
Chatham County Finance Office  
P.O. Box 608  
Pittsboro, NC 27312

They also may be faxed to 919-545-2417 or emailed to: [purchasing@chathamnc.org](mailto:purchasing@chathamnc.org)

If a proposing vendor finds discrepancies in or omissions from the specifications or should require additional clarification of any part, a written request for interpretation shall be submitted to Cacie Langley. Any interpretation of or changes made to the RFP will be made by written addendum to each proposing consultant and shall become part of the request for any contract awarded. The County will not be responsible for the accuracy of any other oral explanations, interpretations, or representations. All inquiries must be made by 12:00 Noon, Thursday, May 2, 2019. It shall be the responsibility of each proposing organization or individual to verify that every addenda has been received prior to submitting proposals. Addenda will be posted to the County's Bids and Opportunity page at: <https://www.chathamnc.org/business/current-bid-proposal-opportunities>

E. **Vendor Certification:**

The submission of proposal shall be deemed a representation and certification that the proposing vendor:

- Has carefully read and fully understands the information provided by Chatham County in this RFP;
- Is financially solvent and as the capability to successfully undertake and complete the responsibilities and obligations of the proposal submitted;
- Represents that all of the information contained in the submitted proposal is true and correct;
- Did not in any way collude or conspire with any other parties, directly or indirectly, in regard to the amount, terms or conditions of this proposals;
- Acknowledges that Chatham County has the right to make any inquiry it deems appropriate to substantiate or supplement information provided by proposing vendors and hereby grants Chatham County permission to make these inquiries; and
- Acknowledges that any proposal cannot be modified after its submission for any reason.

F. **Format & Deadline of Proposals:** Late proposals will not be accepted under any circumstance and will not be opened or reviewed. We will not accept proposals by fax or any method. The sender must allow ample delivery time for the selected shipment or transmission methods.

G. **Definition and Context:** Unless otherwise specified in this document, all words shall have a common meaning unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular.

## **H. County Conditions**

- All proposing firms or individuals shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the proposal. However, Chatham County reserves the right to change the conditions, requirements and specifications as it deems necessary.
- The proposal must be signed by a duly authorized official of the proposing organization or individual submitting the proposal.
- No proposals will be accepted from any person or organization that is in arrears for any obligation to Chatham County, or that otherwise may be deemed irresponsible or unresponsive by county staff or the Chatham County Board of Commissioners.
- Chatham County is not obligated to enter into any contract as a result of the RFQ.
- All prices quoted must be firm for a period of 90 (ninety) days following the proposal deadline.
- Chatham County reserves the right to reject any and all proposals or any part thereof and to select the most responsive proposal that is deemed in the best interest of Chatham County.
- Chatham County may approve or disapprove the use of specific proposed subcontractors in any proposals.
- Chatham County reserves the right to enter into an agreement with another proposing vendor in the event that the originally selected vendor fails to execute a contract with the County or defaults on their contract.
- All proposals shall be prepared in a comprehensive manner as to content, but we do not require specific types of binders or promotional material for submissions. Promotional material will not be considered part of the proposal and will not affect the evaluation of proposals.
- Chatham County reserves the right to negotiate with any, none or all of the proposing vendors.
- All costs, including travel and expenses, incurred in the preparation of this proposal will be borne solely by the proposing company.
- The County will not return proposal materials to those submitting proposals.
- No agreements with any selected vendor shall be binding until a contract is signed and executed by the County Manager and authorized representatives of the vendor.
- Chatham County will follow all applicable local, state, and federal procurement requirements when expending federal funds and require all contractors to comply in full.
- Details of all terms and conditions for purchase orders and contracts can be found at <https://www.chathamnc.org/government/departments-programs/county-manager-finance-office/finance/purchasing>.

***Chatham County and the Chatham County Department of Social Services are an Equal Opportunity Employer and does not discriminate on the basis of sex, marital status, race, color, creed, national origin, age or disability.***



**Signature Page**

Check box that indicates business structure of Respondent

- Individual or Proprietorship
- Partnership or Joint Venture
- Corporation

The undersigned certifies that (s)he is (title) of the Respondent entity named below; that (s)he is designated to sign this Submittal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Submittal as required by this RFQ, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is:

\_\_\_\_\_

Respondent Organization Name

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)

Employer Identification Number \_\_\_\_\_

By signature above, Respondent agrees to the following:

1. If awarded a contract in submittal to this RFQ, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Submittal and during Submittal process.
2. Respondent agrees to fully and truthfully submit a General Questionnaire and with understanding failure to fully disclose requested information may result in disqualification of Submittal from consideration or termination of contract, once awarded.