



**Request for Proposals No. 2022-001  
Non-Emergency Medical and Citizen Transportation Services**

**Due Date:** September 20, 2021  
**Time:** 10:00 AM EDT  
**Submittal Location:** Union County Government Center  
Procurement Department  
500 N. Main Street, Suite 709  
Monroe, NC 28112

**Procurement Contact**

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## 2 NOTICE OF ADVERTISEMENT

**Union County, North Carolina  
Request for Proposals No. 2022-001  
Non-Emergency Medical & Citizen Transportation**

Electronic proposals will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **10:00 AM EDT on September 20, 2021**. Late submittals will not be accepted.

Union County, North Carolina, through the Division of Social Services, is seeking proposals from qualified Companies to provide "For Hire" Non-Emergency Medical and Citizen Transportation Services in Union and surrounding counties.

This solicitation follows the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards (2 C.F.R. Part 22). Contracts resulting from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliant with all applicable Federal laws, policies, and standards as well as state law and local policies.

RFP No. 2022-001 may be examined at the Union County Government Center, Procurement Department, 500 North Main Street, Suite 709, Monroe, NC 28112, Monday through Friday between the hours of 8:00 am and 5:00 pm. Copies of the solicitation may be obtained from the locations listed below:

1. Download the Bid Documents from the Union County Web-Site [www.unioncountync.gov](http://www.unioncountync.gov) (Procurement Page, Current Bids).
2. Download the Bid Documents from the State of North Carolina IPS Web-Site [www.ips.state.nc.us](http://www.ips.state.nc.us) (Bid by Departments, search County of Union).

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page ([vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov)) no later than **September 8, 2021 at 10:00 AM EDT**.

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest.

Union County reserves the right to award to multiple vendors.

Offerors are required to comply with the non-collusion requirements set forth in the Solicitation Documents.

Union County encourages all qualified firms, including Minority-owned Business Enterprises, Women-owned Business Enterprises, Small Business Enterprises and Disadvantaged Business Enterprises to partake in this solicitation. Union County encourages good faith effort outreach to Minority, Women, Small Business and Disadvantaged Businesses.

### 3 SUBMITTAL DEADLINE AND QUESTION INFORMATION

#### 3.1 PROPOSAL SUBMISSION DEADLINE

All Proposal Submittals are to be received by the Union County Procurement Department no later than **10:00 AM EST on September 20, 2021** per the instructions below. Any submittals received after this date and time shall be rejected without exception.

#### 3.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <https://portal.unioncountync.gov/Forms/procurementsubmit>. Select the Solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal, and select submit. An email will be sent to the address listed on the form as your confirmation of receipt.

The proposal package **must be signed** by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

#### **Paper submissions will not be accepted.**

There is no expressed or implied obligation for Union County to reimburse Offerors for any expenses incurred in preparing proposals in response to this request.

Union County reserves the right to:

- Reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest;
- Cancel this solicitation;
- Award to multiple vendors.

#### 3.3 PROPOSAL QUESTIONS

Proposal questions will be due on or before **September 8, 2021 at 10:00 AM EST**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by e-mail to Vicky Watts at [vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov) by the deadline shown above. **The email should identify the proposal number and project title**. The County is not responsible for answering questions submitted without proper identification. All questions and answers may be posted as addenda on [www.unioncountync.gov](http://www.unioncountync.gov) and [www.ips.state.nc.us](http://www.ips.state.nc.us).

#### 3.4 ADDENDUM

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum.

Should an Offeror find discrepancies or omissions in this RFP or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Proposer on Appendix D, Addendum and Anti-Collusion Form.

### **3.5 COMMUNICATION**

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this Request for Proposals must be made only through the Procurement Contact noted on the cover of this RFP. A violation of this provision is cause for the County to reject a Company's proposal. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

## **4 PURPOSE**

### **4.1 INTRODUCTION**

Union County, North Carolina (County), through the Division of Social Services (DSS), is seeking proposals from qualified Companies to provide "For Hire" Non-Emergency Medical and Citizen Transportation Services in Union and surrounding counties.

### **4.2 COUNTY**

The County (estimated population 237,477) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

### **4.3 UNIFORM GUIDANCE**

This solicitation follows the Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal awards (2 C.F.R. Part 22). Contracts resulting from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliant with all applicable Federal laws, policies, and standards as well as state law and local policies.

## **5 TRANSPORTATION ASSESSMENT**

Transportation services is a part of the County's required operational functions. These services are provided by the County, however there is often a need for additional transportation services beyond that which County can provide.

### **5.1 MEDICAID REQUIREMENTS**

One component of this requirement is associated with Title XIX of the Social Security Act, which requires that State Medicaid programs fulfill administrative requirements necessary to operate the Medicaid program efficiently. North Carolina's mandated State Plan specifies that "...the local Medicaid agency (The Union County Human Services Agency Division of Social Services) will ensure necessary Non-Emergency Medical Transportation (NEMT) transportation for the beneficiary (Medicaid Client) to and from providers."

Transportation to and from medical providers is a critical component for the Medicaid client to obtain necessary health care. When the client lacks the means and the mode for medical transportation, the County is responsible for scheduling the client's transportation at a cost within allowable Medicaid regulations. NEMT services consist of arranging and paying for a Medicaid client's transportation.

## 5.2 WORK FIRST REQUIREMENTS

The second component of this transportation requirement is associated with Work First, a Federal program designed to assist families in becoming self-sufficient. A sub-section of Work First Program is the 2 GEN Program that assists child only cases with enrichment activities. Providing transportation for the Work First Program and the 2 GEN Program is essential for the success of these programs.

## 6 SCOPE OF WORK

The majority of NEMT and Citizen Transportation requests are provided by Union County Transportation (UCT).

The County is seeking a Service Provider which will serve as an auxiliary to UCT and provide services for transportation trips that the County cannot provide because of scheduling and/or geographic constraints. These trips will be inclusive of Medicaid, Non-Medicaid and Work First residents of Union County.

Work First funding is separate from NEMT and any trips provided will be paid directly to the vendor through County reimbursement. Trips scheduled for NEMT will be limited to Medicaid participants only. All billing for NEMT trips will have to go through NCTRACKS for reimbursement all other billing will go through the county for reimbursement.

The selected Company may average up to 675 medical and non-medical trips per month to Union County and surrounding counties and, in some instances, may provide transportation to Chapel Hill and Durham.

Approximately 80 of the 675 monthly trips involve clients who may require specialized equipment such as but not limited to wheelchair lifts, oxygen and tracheotomy apparatus. These clients cannot ride with other passengers due to health and safety concerns.

### **The Service Provider must meet or exceed the following requirements:**

#### 6.1 EQUIPMENT

Service Provider must provide all necessary equipment including, but not limited to:

- Highway safe vehicles;
- Age appropriate car seats;
- Lift vans for special need clients.

## **6.2 AVAILABILITY**

Medicaid transportation service must be available:

- 24 hours per day;
- 7 days per week;
- All weekends and holidays.

## **6.3 LICENSURE**

All drivers must be:

- 18 years of age;
- Properly licensed to operate the vehicle used to transport clients.

## **6.4 EMPLOYEE SAFETY RECORDS**

Service Provider must have in place and provide the County documentation of:

- Random alcohol and drug testing programs;
- 12 month review of Employee driving records.

## **6.5 BILLING**

Service Provider must demonstrate ability to bill directly to Union County and also through the approved North Carolina Department of Health and Human Services Medicaid Billing System, currently, NCTRACKS.

# **7 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS**

## **7.1 TERMS OF SUBMISSION**

All material received from a person or company (“Respondent”) in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent’s sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as “Trade Secret – Confidential and Proprietary Information,” and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent’s materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and



the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

## **7.2 PROPOSAL FORMAT**

**The County desires all responses to be identical in format in order to facilitate comparison.** While the County's format may represent a departure from the vendor's preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each proposer is required to submit the proposal electronically – Refer to page 5, 3.2. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

The successful Offeror's proposal must include all responses to the requirements contained within this RFP and all appendices (if applicable) must be completed in their entirety.

By submitting a proposal, the successful Offeror agrees to all applicable provisions, terms and conditions associated with this RFP. This solicitation, the successful bidder's submitted proposal, all appendices and attachments (if applicable), and stated terms and conditions may become part of the resulting contract.

Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

Omissions and incomplete answers may be deemed unresponsive. Please initial any corrections.

### **The proposal should be organized and identified by section as follows:**

- **Section 1** – Cover Letter
- **Section 2** – Company Background and Experience
- **Section 3** – Staff Information
- **Section 4** – Methodology and Implementation Plan
- **Section 5** – Proposed Equipment
- **Section 6** – References

- **Section 7** – Billing
- **Section 8** – Cost Proposal (Appendix A)
- **Section 9** – Required Forms
  - Appendix B – Compliance (signed)
  - Appendix C – Proposal Submission Form (signed)
  - Appendix D – Addenda Receipt and Anti-Collusion (signed)

**There are nine (9) Sections to this proposal each with a designated number, as outlined above. The instructions for each Section is outlined below.**

Omissions and incomplete answers may be deemed unresponsive. Please initial any corrections.

### **7.2.1 SECTION 1 – COVER LETTER**

Provide the following information about your company. Respond to each item and provide supporting documentation and/or exhibits as requested or desired.

1. Legal Company Name and DBA (if applicable)  
Address  
Telephone Number  
Website Address
2. Name of Single Point of Contact  
Title  
Telephone Number  
Email Address
3. Name of Person with Binding Authority  
Title  
Address  
Telephone Number  
Email Address
4. Stipulate that the proposal price will be valid for a period of 180 days.
5. Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its proposal: “The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.”

## **7.2.2 SECTION 2 – COMPANY BACKGROUND AND EXPERIENCE**

This section provides each vendor with the opportunity of demonstrating how its history, organization, and partnerships differentiate it from other entities. Careful attention should be paid to providing information relevant to Union County needs.

Provide a concise profile of the Proposer's organization to include the following:

- Company history and number of years in business under the current organizational name, structure and services offered;
- Assets available to meet County service requirements;
- Is the bidder's organization involved in any pending litigation that may affect its ability to provide its products and services?
- Describe your company's purpose, mission and values and explain how they will support the relationship with Union County by providing the services listed in this RFP;
- Describe your Company's experience in medical transportation;
- Provide a summary list of company motor vehicle accidents and moving violations for the past three (3) years. Identify accidents that were chargeable to your Company;
- Describe general characteristics that differentiate your Company from others in the industry. Include any special advantages your services provide.

## **7.2.3 SECTION 3 – STAFF INFORMATION**

Describe the professional staff available for this service. Include their qualifications and experience and indicate the functions that each will perform.

## **7.2.4 SECTION 4 – METHODOLOGY AND IMPLEMENTATION PLAN**

Provide a detailed description of the approach and methodology to be used to provide Non-Emergency Medical and Citizen Transportation Services to Union County including, but not limited to the following:

- A detailed implementation plan to satisfy the requirements of this solicitation;
- Project management and implementation strategies;
- Detailed description of efforts your firm will undertake to achieve client satisfaction;
- Detailed description of specific tasks you will require from County staff;

### **7.2.5 SECTION 5 – PROPOSED EQUIPMENT**

Present in detail information on the vehicles to be utilized in the performance of this solicitation. The information must also include vehicle weights, valid State registrations and State inspections.

### **7.2.6 SECTION 6 - REFERENCES**

Provide three (3) references for projects similar to this solicitation and include the following:

- Company Name
- Contact Name and Title
- Address
- Phone Number
- Email Address

### **7.2.7 SECTION 7 – BILLING**

Describe your Company's understanding and ability to bill directly to Union County and also through the approved North Carolina Health and Human Services Billing System, currently NCTRACKS.

### **7.2.8 SECTION 8 – COST PROPOSAL**

Complete and submit Appendix A – Cost Proposal (pages 20 & 21)

### **7.2.9 SECTION 9 – REQUIRED FORMS**

Offerors must include signed copies of the following documents:

- Appendix B – Compliance
- Appendix C – Proposal Submission
- Appendix D – Addenda Receipt and Anti-Collusion

## **8 EVALUATION CRITERIA AND SELECTION PROCESS**

### **8.1 SELECTION PARTICIPANTS**

1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, please do not contact any members of Union County or its staff regarding the subject matter of this RFP until a selection has been made, other than the County's designated contact person identified in the introduction to this RFP.
2. Representatives of Union County will read, review, and evaluate the RFP independently based on the evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected Offerors. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
3. The Owner will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will evaluate the RFPs independently in

accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents.

4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.
5. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the finalist vendor.

## 8.2 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the vendor that represents the best value solution for the County.

In the evaluation and scoring/ranking of Offerors, the Owner will consider the information submitted in the RFP as well as the meetings (if applicable) with the respect to the evaluation criteria set forth in the RFP.

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

RFP Criteria	Weights
Company Background and Experience	35%
Project Approach and Implementation Plan	30%
Cost Schedule	25%
Compliance with Submittal Requirements	10%

After identification of Short-Listed Offerors, the Owner may or may not decide to invite Short-Listed firms to interviews. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

Interview Criteria	Weights
Proposed Approach, Implementation and Staff	65%
Price, Quality and Relevance of Interview as it Relates to the Scope of the RFP	35%

## 8.3 AWARD PROCEDURE

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion.

The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms.

A proposal may be rejected if it is incomplete. Union County may reject any or all proposals and may waive any immaterial deviation in a proposal.

More than one proposal from an individual, Offeror, partnership, corporation or association under the same or different names, will not be considered.

The County reserves the right to enter into negotiations with the top ranked Offeror. However, negotiations with the top ranked Offeror does not signify a commitment by Union County to execute a contract or to continue discussions.

The County reserves the right to terminate negotiations at any time and for any reason.

The County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal.

The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

#### **8.4 CONFLICT CERTIFICATION**

The Offeror must certify that it does not have any actual or potential conflicts of interest with, or adversarial litigation against the County or any of its officers or employees. During the course of the contractual relationship formed pursuant to this solicitation, any such conflict of interest, whether newly arising or newly discovered, must be disclosed to the County in writing.

## **9 GENERAL CONDITIONS AND REQUIREMENTS**

### **9.1 TERMS AND CONDITIONS**

The contract award may have an initial term of two (2) years with a three (3) one-year renewal option at the County's discretion, pending annual budget approval.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

All proposals submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

## 9.2 CONTRACTUAL OBLIGATIONS

The contents of this Proposal and the commitments set forth in the Proposal shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service Provider(s).

## 9.3 SUB-CONTRACTOR/PARTNER DISCLOSURE

A single Company may propose the entire solution. If the proposal by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the proposal. The Company submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

## 9.4 EXCEPTION TO THE RFP

An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail.

## 9.5 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Prior to the scheduled closing time for receiving proposals, any Offeror may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 180 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted. The proposal will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked “Modification of Proposal” – with solicitation number and name on the front of the envelope. Oral, telephone, or fax modifications or corrections will not be recognized or considered.

## 9.6 EQUAL EMPLOYMENT OPPORTUNITY

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

## **9.7 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN**

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

## **9.8 LICENSES**

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

## **9.9 E-VERIFY**

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

## **9.10 DRUG-FREE WORKPLACE**

During the performance of this Request, the Firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

## **9.11 INSURANCE**

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.



At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager)  
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000	Combined Single Limit - Any Auto
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D. PROFESSIONAL LIABILITY

(only for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc)

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. POLLUTION LIABILITY INSURANCE

(for any agreement involving the clean-up or transportation of pollutants)

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

(for any agreement involving software applications)

\$1,000,000	Claims Made
-------------	-------------

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

- G. Builder's Risk  
(for any agreement involving above ground construction projects)  
Amount of Contract

**ADDITIONAL INSURANCE REQUIREMENTS**

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

**UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.**

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: \_\_\_\_\_  
Contract #: \_\_\_\_\_

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

- I. Certificate Holder shall be listed as follows:

Union County  
Attention: Keith A. Richards, Risk Manager  
500 N. Main Street, Suite #130  
Monroe, NC 28112

- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

### **9.12 INDEMNIFICATION**

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

*----Intentionally Left Blank----*

## 10 APPENDIX A – COST PROPOSAL

### RFP 2022-001 Non-Emergency Medical and Citizen Transportation Services

**SUBMIT WITH PROPOSAL**

Company Name: \_\_\_\_\_

#### **Pricing**

Mileage: \$ \_\_\_\_\_  
Attendant: \$ \_\_\_\_\_ per trip  
Wheelchair: \$ \_\_\_\_\_ per trip  
Cancellation: \$ \_\_\_\_\_

#### **Additional Charges**

Wait Time: \$ \_\_\_\_\_  
Load Fees: \$ \_\_\_\_\_ per round trip  
No Shows: \$ \_\_\_\_\_  
Other Ancillary Charges \$ \_\_\_\_\_ Describe: \_\_\_\_\_  
(Use additional pages, if needed.)

#### **Transportation Cost Examples**

Provide the cost break-down and total cost based on provided pricing for each of the following three (3) scenarios.

##### **Scenario No. 1**

Wingate, NC to Indian Trail, NC - 18.2 Miles One Way  
1 Child / 1 Attendant / 1 Hour Wait Time

Total Mileage Charge \$ \_\_\_\_\_  
Total Attendant Charge \$ \_\_\_\_\_  
Total Wait Time Charge \$ \_\_\_\_\_  
Total Load Fees Charge \$ \_\_\_\_\_  
Total Other \$ \_\_\_\_\_ Describe: \_\_\_\_\_  
**Total Trip Charge** \$ \_\_\_\_\_ (Use additional pages, if needed.)

*Continued on next page.*

## 11 APPENDIX A – COST PROPOSAL CONTINUED

### RFP 2022-001 Non-Emergency Medical and Citizen Transportation Services

**SUBMIT WITH PROPOSAL**

Company Name: \_\_\_\_\_

#### **Scenario No. 2**

Marshville, NC to Charlotte, NC - 35.7 Miles One Way

1 Adult-Wheelchair Assistance / 2 Attendants / 2 Hour Wait Time

Total Mileage Charge	\$ _____
Total Attendant Charge	\$ _____
Total Wait Time Charge	\$ _____
Total Load Fees Charge	\$ _____
Total Other	\$ _____
<b>Total Trip Charge</b>	<b>\$ _____</b>

Describe: \_\_\_\_\_

Use additional pages, if needed.

#### **Scenario No. 3**

Monroe, NC to Chapel Hill, NC - 126 Miles One Way

1 Child / 2 Attendants / 3 Hour Wait Time

Total Mileage Charge	\$ _____
Total Attendant Charge	\$ _____
Total Wait Time Charge	\$ _____
Total Load Fees Charge	\$ _____
Total Other	\$ _____
<b>Total Trip Charge</b>	<b>\$ _____</b>

Describe: \_\_\_\_\_

(Use additional pages, if needed.)

Offered prices shall remain firm for a minimum of 180 days after the due date of this solicitation.  
Accepted prices shall remain firm for the duration of the contract.

## 12 APPENDIX B – COMPLIANCE

### RFP 2022-001 Non-Emergency Medical and Citizen Transportation Services

**SUBMIT WITH PROPOSAL**

Company Name: \_\_\_\_\_

Vendor response must list YES for compliance or NO for non-compliance and state the deviation. Responses are required for each field. The lack of response may be cause for the proposal to be rejected.

#### **General Requirements**

#### **Vendor Response**

Highway Safe Vehicles

\_\_\_\_\_

Age Appropriate Car Seats

\_\_\_\_\_

Lift Vans for Special Needs Clients

\_\_\_\_\_

24 Hours Per Day Transportation

\_\_\_\_\_

7 Days Per Week Transportation

\_\_\_\_\_

Weekend and Holiday Transportation

\_\_\_\_\_

Drivers - Minimum 18 Years Old

\_\_\_\_\_

Driver Properly Licensed to Operate Vehicle

\_\_\_\_\_

Random Alcohol and Drug Testing Program

\_\_\_\_\_

Documentation of Alcohol and Drug Testing Upon Request

\_\_\_\_\_

Annual Reviews of Driving Records of All Drivers

\_\_\_\_\_

Documentation of Driving Records Upon Request

\_\_\_\_\_

Note: Appendix B – Compliance will be attached to and become part of the services contract. Affirmative responses will indicate the proposer will provide the required features or functions.

Non-compliance items must be identified on the Appendix and be fully and clearly explained to help the County make informed decisions about the impact to the overall potential for vendor success.

### 13 APPENDIX C – PROPOSAL SUBMISSION FORM

#### RFP 2022-001 Non-Emergency Medical and Citizen Transportation Services

**SUBMIT WITH PROPOSAL**

***This Proposal is submitted by:***

Company Legal Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Website Address: \_\_\_\_\_

**It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-proposal this project. Proposal is valid for 180 calendar days from the Proposal due date and is submitted by an executive of the company that has authority to contract with Union County, NC.**

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## 14 APPENDIX D – ADDENDUM AND ANTI-COLLUSION FORM

### RFP 2022-001 Non-Emergency Medical and Citizen Transportation Services

**SUBMIT WITH PROPOSAL**

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on [www.co.union.nc.us](http://www.co.union.nc.us) and/or [www.ips.state.nc.us](http://www.ips.state.nc.us). It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

**I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.**

Company Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_





**15 APPENDIX E – VENDOR PAYMENT NOTIFICATION**

**RFP 2022-001 Non-Emergency Medical and Citizen Transportation Services**

**Do Not SUBMIT WITH PROPOSAL**

*Information Purposes Only*

**ATTENTION: ACCOUNTS PAYABLE VENDORS**

As part of our Fraud Prevention Program, Union County now prefers two methods for payments to vendor accounts. These methods allow for faster and easier payments to vendors.

The first and preferred method available is to accept a VISA card payment from the County. If you accept payment via VISA, payment is made at the time of the transaction or upon receipt and approval of the invoice.

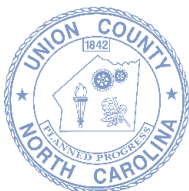
The second method is an Electronic Funds Transfer. (EFT) This means that you will receive payment of invoices due directly into your bank account. With this method, you will get an email confirmation giving you the date, invoice numbers, and total amount paid. Your payment will be available to you on Monday (or the first banking day if Monday is a bank holiday) following receipt of an approved invoice from the County department invoiced.

An EFT Enrollment Form to enroll in the program is attached for your convenience. You can also visit the Union County website at [www.unioncountync.gov](http://www.unioncountync.gov) at any time to get a new form if your banking information changes. If the banking information changes and you do not notify us, it will delay receipt of payment for invoices.

If you wish to receive payment via the County's VISA card, please contact Alex Whitaker at 704-283-3538 or Christi Climbingbear at 704-283-3543, or send an email to [alex.whitaker@unioncountync.gov](mailto:alex.whitaker@unioncountync.gov) and you will be added to the list of vendors accepting the VISA card method of payment.

Union County prefers all vendors participate in one of the two methods described above.

Thank you in advance for your participation.



Please return this completed form and supporting documents to:



Union County -Finance Office  
Suite 714, 7th Floor, 500 N. Main Street, Monroe NC 28112

Phone: (704) 283-3886 Fax: (704) 225-0664

Email: ap@unioncountync.gov

**Authorization for payment via Electronic Funds Transfer (EFT)**

Initial Enrollment

Change Information

Today's Date \_\_\_\_\_

Company Name \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

By signing below, I hereby authorize Union County to electronically deposit funds into the account indicated below. I understand that if my banking information changes and Union County is not made aware of this change, then payment may be delayed.

Bank Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Routing/ABA # \_\_\_\_\_ Bank Acct No. \_\_\_\_\_

**Payment Notification:** I hereby authorize the following individual to receive an email notification of payment details for all funds deposited to the above account by Union County.

Name & Title \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Officer Name & Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Signature: \_\_\_\_\_

**FOR ACCOUNT VERIFICATION, PLEASE ATTACH A VOIDED CHECK.**

This authorization will remain in effect until Union County has received written notice to discontinue.

Print Form