

**SHARED RIDE**

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**FIXED ROUTE**

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Request for Proposal  
RFP# 18-19-005  
TRANSPORTATION SUBCONTRACTOR SERVICES

Luzerne County Transportation Authority  
LUZERNE COUNTY PENNSYLVANIA  
For the Period Beginning 7/1/19 Ending 6/30/20

DUE DATE: 12:00 p.m. May 17, 2019

Luzerne County Transportation Authority  
Shared Ride Program  
315 Northampton St  
Kingston, PA 18704

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Luzerne County Transportation Authority

REQUEST FOR PROPOSAL

LUZERNE COUNTY, PENNSYLVANIA

**I. INTRODUCTION**

A. General Information

Notice of Invitation – The Luzerne County Transportation Authority (LCTA) invites qualified transportation providers (agencies) to submit a proposal to subcontract consumer trips for the period of July 1, 2019 to June 30, 2020. There is no expressed or implied obligation for LCTA to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

1. Proposal Submission. Prospective providers should submit detailed proposals on or before May 17, 2019 by 12:00p.m. Proposals should be mailed or delivered to:

Luzerne County Transportation Authority

Shared Ride Program

Attn: Norm Gavlick (RFP # 18-19-005)

315 Northampton St

Kingston, PA 18704

``Sealed Proposal Do Not Open``

Proposal cover letters should designate who can answer questions concerning the submitted proposals. An officer empowered to bind the agency submitting the proposal must sign the proposal.

2. Proposal Format. One original and two copies of proposals should be submitted in the format outlined in Section III, "Proposal Document Instructions."

3. Contract Terms. The contract term is from July 1, 2019 to June 30, 2020. All agencies submitting a proposal shall agree to not include a provision into a contract or agreement with LCTA requiring LCTA to hold harmless or indemnify any person, partnership, association, corporation or other form of entity. By responding to the RFP, the agency is agreeing to the terms, conditions and requirements set forth herein, unless expressly noted in writing in the firm's written submission.
4. Schedule of key dates.
  - a. 5/17/19      Submit sealed proposals by 12:00 p.m.
  - b. 7/1/19      Begin transporting MATP consumers.
5. The RFP is not to be construed as creating a contractual relationship between LCTA and any agency submitting a response to this RFP.
6. LCTA shall have no obligation or liability to any agency responding to this RFP. All costs associated with responding to this RFP are borne solely by the respondent.
7. LCTA may require follow-up oral interviews with selected respondents and may require the respondents to participate in negotiations for a final fee for services.
8. LCTA reserves the right to reject any or all responses, to modify the scope with one or more of the respondents, and to waive any/all requirements which LCTA deems to be in its best interest.
9. By submitting this information the agency represents that it has examined and understands this RFP and has become fully informed of all the requirements of the RFP. All terms and conditions set forth in this document are accepted and must be incorporated in the submission unless explicit exception is made to individual items and accepted by LCTA.

10. By submitting a response, the agency represents that it has the ability to meet the requirements outlined herein.
  
11. After evaluation of the responses, LCTA will make its selection based on the response which best meets the needs of LCTA, in the sole discretion of LCTA. The Request for Proposals is not intended to create a public bidding process, and the proposal with the lowest quoted fees will not necessarily be accepted, nor will any reason for the rejection of any proposal be indicated. LCTA reserves the right to privately negotiate with any firm with respect to the requirements outlined in this Request for Proposals.

## 12. LCTA Responsibilities to Review, Monitor and Report Provider and Sub-Contractor Fraud and Abuse

**A.** LCTA is prohibited from contracting with carriers (volunteers or professionals), any person with an ownership or controlling interest, or who is a managing employee who have been terminated from the Medicaid program by HHS-OIG or the Department for fraud or abuse.

**B.** LCTA must collect information on the ownership and control of any provider, subcontractor, and/or provider. Specifically, LCTA must:

- Collect the Name, Address, Date of Birth, and Social Security Number of each person with an ownership or controlling interest in any provider, subcontractor and/or supplier, in which it has direct or indirect ownership of 5 percent or more. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address

- Disclose whether any of the persons named is related to another as spouse, parent, child, or sibling

- Disclose the name of any other disclosing entity in which a person with an ownership or controlling interest in the disclosing entity has an ownership or controlling interest

- As set forth under § 455.104(c), the State agency must collect the disclosures from disclosing entities, fiscal agents, and Managed Care Entities (MCE) prior to entering into the provider agreement or contract with such disclosing entity, fiscal agent, or MCE.

**C.** LCTA must collect and report information to the department of any criminal convictions related to Medicare, Medical Assistance, or Title XX programs at the time any transportation provider, subcontractor, and/or supplier apply or renew their agreements with LCTA or at any time on request. Specifically, they must furnish full and complete information about:

- Ownership or controlling interest in the provider, or is an agent or managing employee of the provider;

- Convictions of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.

**D.** LCTA has the obligation to furnish upon request the information related to business transactions totaling more than \$25,000

42 C.F.R. § 455.105 (b) (2) requires that upon request providers furnish to the State certain business transactions with wholly owned suppliers or any subcontractors. Specifically, they must furnish full and complete information about:

- The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and

- Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request

## B. Evaluation and Selection of Proposals

LCTA will perform the evaluation of proposals in accordance with the criteria set forth at Appendix A. The following criteria will also be considered in the evaluation:

1. The agency has no conflicts of interest with regard to any other work performed for LCTA.
2. The agency adheres to the instructions in this request for proposal on preparing and submitting the proposal.
3. The agency's past experience and performance on comparable engagements.
4. The quality of the agency's professional personnel to be assigned to the engagement and the quality of the agency's management support personnel to be available for consultation.
5. Other criteria as deemed prudent.
6. LCTA reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

C. Subcontracting

Agencies are not permitted to subcontract or assign any part of the work covered under the scope of the agreement, without the express prior written consent of LCTA.

D. Minority and Women-owned businesses

Minority-owned firms and women's business enterprises are encouraged to apply.

II. NATURE OF SERVICES REQUIRED

A. Scope of Work

LCTA seeks subcontractor providers for the transportation of consumers to various locations within Luzerne County. The subcontractor provider should be able to accommodate ambulatory and wheelchair clients. Please note in the proposal if the agency does not have accessible vehicles as this will not necessarily eliminate the agency from consideration as a subcontractor provider.

LCTA will schedule all the consumer trips and attach them to a manifest, which will be faxed to the subcontractor provider on the afternoon before the day the schedule is to go into effect. The subcontractor will be responsible for transporting the consumer to only those destinations listed on the manifest. After the schedule is completed, the subcontractor will fax it back to LCTA on a timetable agreeable with both parties.

B. Standards to be Followed

To meet the requirements of this request for proposals, the agencies must adhere to the following standards:

1. Purpose

This is an RFP for point-to-point transportation as requested by LCTA for clients of LCTA in Luzerne County.



## 2. Invoices

LCTA shall be under no obligation to pay any invoices submitted after the Invoice Deadline. No prior period adjustments will be allowed. In addition, if LCTA does not receive Subcontractor's invoices for the immediately preceding month by the tenth (10<sup>th</sup>) day of the following month, LCTA may reduce payment to Subcontractor by ten percent (10%). If LCTA does not receive Subcontractor's invoices for the immediately preceding month by the fifteenth (15<sup>th</sup>) day of the following month, LCTA may reduce payment to Subcontractor by fifteen percent (15%).

Payment for services rendered are based upon receipt of an itemized invoice from the agency. The monthly itemized invoice shall describe the date of the trip, driver, name of consumer, origin and destination, address and rate per trip, and specifically label no-shows and billable cancellations.

## 3. Pick-ups

All clients must be picked-up within a 30-minute window—that is 15 minutes before or after their scheduled pick-up time. If a Subcontractor driver arrives more than 25 minutes late for a client, LCTA reserves the right to reduce payment of that trip by 10%. If a Subcontractor driver needs to pick-up a client earlier than 15 minutes before scheduled, it is acceptable to call the client and see if they are ready to be picked-up. If the client approves of the early pick-up, then the Subcontractor driver can transport them, if the client is not ready then the driver must adhere to the scheduled time.

## 4. No-shows

A no-show is defined as a passenger who does not appear for a scheduled trip. If a Subcontractor driver arrives at a client's residence they are considered a "no-show" and must be designated on the manifest as such. The Subcontractor will then have to provide a written notice by fax or letter to the LCTA indicating that the client was a no-show. Subcontractor is required to notify LCTA of no-shows within 24 hours. LCTA will then notify the client of its no-show policy.

## 5. Anti-retaliation Policy

Subcontractor will not intimidate, threaten, coerce, discriminate against, or take other retaliatory action against any individual who files a complaint or an appeal, including individuals, members of the workforce, or business associates.

Retaliatory actions cannot be taken against individuals for testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing. Any incident of allegation of an incident of retaliatory actions must be documented on the MATP Incident Report form and forwarded to the Program Manager of the Commonwealth of Pennsylvania's Medical Assistance Transportation Program within twenty-four hours for investigation.

## 6. Driver Clearances & Training

Subcontractor must obtain child abuse clearance, criminal background history, and current driver's licenses of all their drivers and obtain proof of clearances from subcontracted drivers at the time of hire, including volunteers.

Subcontractors must also provide a copy of their Drug and Alcohol Policy.

Subcontractors' must submit copies of all three with the proposal; clearances must be current as of April 1, 2019. Subcontractor must also obtain clearances in accordance with Older Adult Protective Services Act (35 PS §§ 10225.101-.5102) for drivers transporting adults. LCTA retains the right, exercisable in its sole and absolute discretion, to prohibit the performing of services by any driver whom LCTA deems unsuitable to perform such services based on a conviction of an offense. Drivers hired after contract approved must have a clearance approval.

All Subcontractor drivers must have valid drivers' licenses. Subcontractor must train its drivers on an on-going basis with respect to defensive driving, passenger assistance/wheelchair securement and client sensitivity.

## 7. Recordkeeping

Subcontractors shall maintain books, records, documents, and other evidence pertaining to costs and expenses that properly reflect all costs of labor, materials, equipment, supplies and services, and other costs and expenses of any nature. Books, records, documents, and other evidence shall be maintained according to Generally Accepted Accounting Principles. Fiscal and consumer records shall be preserved and made available for a period of four years from the close of the fiscal year.

## 8. On-site Visits

LCTA reserves the right to perform on-site visits to ensure that Subcontractors' record-keeping and vehicles are in accordance with LCTA and PennDOT standards. Subcontractor is also subject, at all reasonable times, to review and audit by LCTA, PennDOT, Auditor General, federal auditors, and/or persons authorized by the DPW to determine compliance with applicable statutes, regulations, and policies.

#### 9. Non-Discrimination

Subcontractor must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d. This includes taking action as required to assure that all persons with Limited English Proficiency (LEP) have meaningful access to programs and benefits. Subcontractor shall not discriminate against any employee, client, or other persons on account of race, color, sex, religious creed, ancestry, national origin, age or handicap.

#### 10. Incidents Involving a Child

In all incidents involving a child, Subcontractor must notify LCTA of the incident as soon as possible but in no event later than within twelve (12) hours of the incident. A written report may be requested and shall be provided utilizing the Incident Report Form. Incidents shall include but not limited to any accident, fall or injury involving a passenger or aide or any exchange which may warrant follow up by LCTA.

#### 11. Confidentiality

Subcontractor shall comply with Section 404 of the Public Welfare Code (62 P.S. §404) regarding the disclosure of information that might identify applicants and consumers. Subcontractor's drivers will be required to sign LCTA's non-disclosure agreement to ensure client confidentiality.

#### 12. Fixed Assets

Title to fixed assets acquired with allocation funds shall remain with LCTA during the term of a grant, including property purchased by LCTA for its own use and property purchased by or for Subcontractor with funds provided by LCTA.

#### 13. Compliance with Laws

Subcontractor and its drivers shall comply with all applicable laws, ordinances and governmental regulations in effect and applicable to services provided by them under any contract with LCTA.

#### 14. Insurance and Indemnification

Subcontractor shall maintain the types and amounts of insurance coverage as are from time to time reasonably required by LCTA. Subcontractor shall defend, indemnify and hold harmless LCTA and its employees from and against any claims, demands, costs and liabilities relative to any damage or injury that occurs during or in connection with Subcontractor's services. The obligations of Subcontractor and the rights of LCTA hereunder shall survive the expiration or termination of any future agreement.

#### 15. MATP Web Site

Subcontractors agree to comply with all applicable instructions and requirements of DHS's Office of Medical Assistance Programs. Subcontractor can refer to the MATP Web site at <http://matp.pa.gov> and clicking on "Standards and Guidelines" under "Program Rules" for more information.

#### 16. Scheduling

LCTA will reasonably cooperate with Subcontractor in providing scheduling information as far in advance as practicable. Subcontractor will make every effort to schedule and perform the transportation at the requested time. Subcontractor can only provide trips scheduled by LCTA.

#### 17. Responsibilities of Subcontractor

Subcontractor shall be liable to LCTA for failure to exercise, in a timely and/or proper manner, its responsibilities under this Agreement and that such failure shall be sufficient cause for immediate suspension or termination by LCTA, either in whole or in part, of this Agreement and/or the services hereunder. Either party may terminate this Agreement upon thirty (30) days prior written notice.

#### C. Reports to be Issued

The following reports are required to be timely issued:

1. Subcontractor will be responsible for submitting completed manifest schedules.

2. Subcontractor will be responsible for submitting billing invoices in a timely fashion as outlined above.
3. If requested by LCTA subcontractor will provide proof of: insurance, driver non-disclosure agreements (which will be provided by LCTA), incident reports, books or records or documents pertaining to LCTA business and proof of driver clearances and training.

### III. PROPOSAL DOCUMENT INSTRUCTIONS

#### A. General Requirements

Proposals should include the following:

1. Title page, including:

- a. The name, address, and phone number of the bidder's contact person

- b. The name and address of the agency

2. Table of contents

3. A cover letter, including:

- a. A brief statement as to the proposers understanding of the work to be performed, the commitment to perform the work, and a statement as to why the agency believes it to be the best qualified to perform the engagement.

- b. A signature of the person authorized to legally obligate the agency.

4. Body of proposal – see below

#### B. Body of Proposal

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the agencies seeking to undertake subcontractor transportation services for the LCTA in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation.

The qualifications proposal should demonstrate the qualifications of the agency and of the particular staff to be assigned to this engagement. It should also specify a transportation approach that will meet the requirements of the request for proposals.

The proposal should address all the points outlined in the request for proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposal.

#### 1. Licensed to Transport in Pennsylvania

An affirmative statement should be included indicating that the agency is properly registered/licensed to transport persons in Pennsylvania.

#### 2. Firm Qualifications and Experience

The proposal should state the size of the agency, the size of its fleet, how many vehicles if any are accessible and location of the office/garage from which the agency conducts business.

The proposal should also discuss how long the agency has been in business and its experience in transporting passengers, especially those with special needs.

The proposal should also include organizations for which the agency provides transportation and three references from those organizations. It should also describe any experiences as a subcontractor that would be pertinent to potentially working for LCTA.

### 3. Cost

#### a. Per Trip Rate

The proposal should contain all pricing information relative to performing the duties as described in this request for proposals.

#### b. Other Trip Rates

LCTA will consider other subcontractor rates if the subcontractor does not bill on a per trip basis. Subcontractor should give a detailed explanation as to their rates and why LCTA would benefit from not using a per trip rate.

#### C. Other Expenses

LCTA will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

## IV. SPECIAL PROGRAMS

### A. Prerogatives

LCTA reserves the following prerogatives.

1. To reject any or all proposals.

2. To terminate the contract following 30 days written notification to the agency.

B. Contract Period

The purchase of professional services contract shall apply to the fiscal year July 1, 2019 to the period ending June 30, 2020.

C. Assignability

The contractor cannot transfer any interest or provide for the assignment of the purchase of professional services contract with Luzerne County Transportation Authority either in whole or in part, without the expressed written permission and written consent of the Board of Directors of the LCTA.

D. Payment

Payment for services rendered based upon receipt of an itemized invoice from the agency.

E. Ownership

All proposals and reports become the property of Luzerne County Transportation Authority upon submission, for use as deemed appropriate. Work papers must be available for references and reproduction by the Board of Directors, and LCTA for a period of three years from submission of the reports.

F. Confidentiality

All proposals, for the purpose of evaluation, will be kept in strict confidence by LCTA. The applicants and subsequently selected agency may not issue new releases or other public notification regarding this project without prior approval from the Board of Directors of LCTA.



## G. Independence of Parties

It is understood that the successful PROVIDER shall perform its duties and services hereunder as an independent entity, and nothing herein shall be construed to create a relationship of employer/employee, principal/agent or any joint venture between PROVIDER and AUTHORITY.

## APPENDIX A

After determining that a proposal satisfies the mandatory requirements stated in the request for proposal, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this request for transportation subcontractor services shall be based on the best proposal received in accordance with the evaluation criteria stated below:

After an initial screening process of the RFP, a technical question-and-answer conference or interview may be conducted, if deemed necessary by LCTA to clarify or verify the proposer's proposal and to develop a comprehensive assessment of the service.

Luzerne County Transportation Authority reserves the right to consider historic information and fact, whether gained from the proposer's proposal, question-and-answer conferences, references or any other source, in the evaluation process.

The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and that Luzerne County Transportation Authority is under no obligation to solicit such information if it is not included with the proposer's proposal. Failure of the proposer to submit such information may cause an adverse impact on the evaluation of the proposer's proposal.

## PROPOSAL EVALUATION CRITERIA AND RATINGS

1. Soundness of Approach—**POINT VALUE-0-35** (7 points max for each item)
  - a. Project description
  - b. Description of Target Population

- c. Statement of Need
- d. Project Outcomes
- e. Potential for Success

2. Overall Qualifications of the Agency—**POINT VALUE-0-20** (5 pts. max each)

- a. Experience with this service
- b. Experience working with proposed population
- c. Experience coordinating community resources
- d. Current valid license or certification

3. Qualifications of Individuals performing the service—**POINT VALUE-0-15**

4. Budget—**POINT VALUE-0-30**