REQUEST FOR PROPOSALS

MEDICAL ASSISTANCE TRANSPORTATION FOR QUALIFIED GARRETT COUNTY PARTICIPANTS

RFP 20-0515

The Garrett County Health Department will accept Request for Proposals from qualified vendors to provide transportation services for all Garrett County residents who are eligible for Medical Assistance transportation through a grant from the Maryland Department of Health & Mental Hygiene. The vendor must be able to provide transportation services for all Garrett County residents who are eligible for Medical Assistance transportation, including ambulatory, wheelchair and ambulance trips, either by the vendor or through a subcontract with another vendor. Services are required for non-emergency transports to sites including physician offices, laboratories, outpatient clinics, hospitals, pharmacies, and other medical facilities or destinations.

Proposal documents may be obtained in-person from the Garrett County Health Department, Administration Department, 1025 Memorial Drive, Oakland, Maryland 21550. A copy of the proposal documents can also be downloaded from the Garrett County Health Department’s web site at http://garretthealth.org/requestforproposals/. Inquiries may be made by calling (301) 334-7700.

Sealed proposals must be submitted to the Garrett County Health Department, Administration Department, 1025 Memorial Drive, Oakland, Maryland 21550 on or before Wednesday, May 15, 2020 at 2:00 P.M. (local time). An original and two (2) copies of the proposal should be submitted enclosed in a sealed envelope and should be clearly marked “Request For Proposals-MA Transportation for Qualified GC Participants” on the outside of the envelope. Any proposals received after the time due will not be considered and shall be retained as documentation for the proposal file.

The Garrett County Health Department reserves the right to accept or reject any or all proposals, to cancel this proposal and to waive technicalities in any part thereof deemed to be in the best interest of the Garrett County Health Department.

Tammy Skiles
Administrator, MA Transportation Grants Manager
Garrett County Health Department
REQUEST FOR PROPOSALS

MEDICAL ASSISTANCE TRANSPORTATION FOR QUALIFIED GARRETT COUNTY PARTICIPANTS

RFP 20-0515

1. Introduction:

1.1 The Garrett County Health Department (hereafter, GCHD) will accept sealed proposals from qualified vendors to provide transportation services for all Garrett County residents who are eligible for Medical Assistance transportation. The vendor must be able to provide transportation services for all Garrett County residents who are eligible for Medical Assistance transportation, including ambulatory, wheelchair and ambulance trips, either by the vendor or through a subcontract with another vendor.

1.2 All proposals must be sealed and clearly marked, “Request For Proposals-MA Transportation for Qualified GC Participants” and be submitted to the Garrett County Health Department, Administration Department, 1025 Memorial Drive, Oakland, Maryland 21550 on or before Wednesday, May 15, 2020 at 2:00 P.M (EST). Submission must include the original proposal and two (2) copies.

1.3 Vendors are responsible for ensuring that their proposals are time and date stamped by the Administration Department personnel before the deadline indicated. Proposals and/or addenda pertaining thereto, received after the deadline will not be considered and will only be retained as documentation for the file.

1.4 Nothing herein is intended to exclude any responsible vendor or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to submit proposals. GCHD reserves the right to accept or reject any or all proposals and to waive technicalities in any part thereof deemed to be in the best interest of GCHD. GCHD also reserves the right to reject the proposal from a vendor that previously failed to perform properly or complete on time contracts of a similar nature or a proposal from a vendor, which investigation shows is not in a position to perform the contract.

1.5 Any proposal submitted must be signed by the vendor submitting the proposal. All proposals submitted without such signature will be deemed non-responsive, and may not be considered.

1.6 As is more fully explained throughout this Request for Proposal, an award, if made, will be made to the responsible vendor, whose proposal is most advantageous to the GCHD, taking into consideration cost and evaluation factors.

1.7 Qualified proposals are subject to rejection in whole or in part.
2. Scope of Work:

2.1 General Requirements:

a. This proposal is for the solicitation and receipt of proposals for the provision of Ambulance/ Wheelchair/Sedan drivers, equipment, i.e., supplies, liability insurance, and reasonable incidentals necessary to transport Medicaid eligible clients to and from destinations scheduled by the Garrett County Health Department (hereinafter referred to as GCHD) as specified herein. GCHD has all rights and reservations as stipulated herein.

b. Ambulatory and wheelchair transportation services shall be provided from door of origin, if required by client, to door of receiving facility. Ambulance transportation service shall be provided from inside a facility as directed by the facility’s personnel to the location inside of the receiving facility as directed by the receiving facility’s personnel. However, due to inclement weather or unusual circumstances, such as a broken elevator, the driver shall assist the client to the door, or to his/her apartment. In transporting the client to the medical provider, the driver shall make certain that it is the correct address and that the establishment is open before dropping off the client.

c. Vendor or subvendor shall be licensed at time of signing of request for proposal as a Specialty Care Transport (SCT) through the Maryland State Office of Commercial Ambulance Licensing and Regulation (SOCALR) to provide SCT for the Ambulance transportation service for the GCHD’s facilities Medicaid clients.

d. The vendor’s main office does not need to be physically located in Garrett County. The vendor must be licensed to do business in the State of Maryland and must guarantee adequate staff and equipment available in Garrett County to handle the transportation needs of the Medicaid transportation clients. It is crucial that the vendor be able to maintain a timely schedule for the clients’ medical appointments. Late pickups and returns will not be tolerated under this contract. A satellite office located in Garrett County would be in the best interest of the Medicaid Transportation Program and Garrett County, but the GCHD does not provide an office or location in Garrett County for the vendor. Vendor must guarantee that they have a sub-contractor set up to transport any transports that cannot be met by the vendor awarded the contract.

e. Garrett County experiences harsh winters, and many residences are on roads that are not well-maintained. The vendor must be able to prove that they are able to provide transportation services in adverse weather conditions, as well as being able to traverse roads which are not well-maintained.

2.2 Legal Requirements:

a. The vendor agrees to comply with all the terms of the Federal Wage and Hour Act, all local and Federal laws, rules, and regulations, and specifically, rules applying to
employment of minors, the Executive Order 11246 (Equal Opportunity) and the
Occupational Safety and Health Act of 1970. The Contractor shall be responsible for all
administration costs, payroll, Federal and Maryland taxes, unemployment
compensation costs and insurance.

b. The vendor shall comply with all applicable laws required by Medicare and Medicaid.
The vendor shall provide documentation of compliance upon the request of the GCHD.
c. The vendor agrees to search the following databases on a monthly basis, to determine
and document whether employees and contractors are excluded individuals or entities
(General Provider. Transmittal No. 73):
   1. The List of Excluded Individuals/Entities (LEIE)
      (http://oig.hhs.gov/exclusions/exclusions_list.asp);
   2. The Maryland Department of Health “MMA Provider & Other Sanctioned Entities
      List” (https://mmcp.health.maryland.gov/Pages/Provider-Information.aspx); and
   3. Any other databases as the Maryland Department of Health may prescribe.

2.3 Reporting Requirements:

a. All providers of non-emergency Medicaid client transports must make available on a
   monthly basis a list of current employees to GCHD; this enables GCHD staff to check all
databases required by the grantor to ensure that none of said employees or entities
have been excluded from providing Medicaid services due to fraudulent activity. GCHD
staff will complete an Attestation form based on this information, which is provided to
the grantor each month.

2.4 Equal Employment:

a. By signature hereon the vendor agrees and affirms that he accepts and will conform to
   the Garrett County Affirmative Action Program, which states:

   “GCHD expects that the vendor will not discriminate against any employee or
applicant for employment because of race, creed, color, national origin, sex or age.
The Contractor will take affirmative action to ensure that applicants are employed
and that employees are treated during employment without regard to their race,
creed, color, national origin, sex and age”.

b. The vendor further certifies that he now complies and will continue to comply with all
   Federal, State and local laws and regulations pertaining to equal opportunity and equal
   employment practices.

2.5 Workforce/Personnel Requirements:

a. The driver of the vehicle must meet any Federal, State, City, and local requirements for
   the operation of a transport vehicle.
b. The vendor is responsible to provide a sufficient number of employees and equipment to assure compliance with the Specifications. Transportation of clients as covered by the grant may not be denied by the vendor and/or sub-contractor for any reason and/or circumstance. The vendor is responsible for establishing whatever contracts or arrangements are necessary to accommodate the transports.

2.6 Equipment:

a. All transport vehicles shall meet all applicable Federal, State, City and Local regulations governing the operation of like vehicles. The transport equipment and all equipment carried will be operable and regularly maintained to ensure its operability; upon request, the successful vendor shall submit evidence of copies of current licensure or documentation. All equipment shall be in good repair and appearance.

2.7 Termination for Convenience:

a. The performance of work under this contract may be terminated by the GCHD in accordance with this clause in whole, or from time to time in part, whenever the GCHD shall determine that such termination is in the best interest of GCHD. The GCHD will pay all reasonable costs associated with this contract, as determined by the GCHD to be reasonable, that the vendor has incurred up to the date of termination and all reasonable costs, as determined by the GCHD to be reasonable, associated with termination of the Contract. However, the vendor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

2.8 Funding:

a. If the GCHD fails to appropriate funds or if funds are not otherwise made available for continued performance for any portion of a contract term or fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the period or fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the GCHD's rights or the vendor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Vendor and the GCHD from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The GCHD shall notify the vendor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first or portion of any contract term.

b. Funding for this project will come from the Maryland Department of Health, Office of Long Term Services and Supports.

2.9 Interpretations, Discrepancies, Omissions:

a. No requests received after 2:00 P.M. on Wed., May 15, 2020 will be considered.
2.10 Award:

a. Award shall be made to the responsive, responsible vendor with the lowest total proposal and most advantageous evaluation factors. The vendor shall be paid for actual trips provided as required to clients based on the unit costs specified on the Form of Proposal for the contract period. Estimated quantities and extension of costs on the Form of Proposal are for the purpose of evaluation and award.

2.11 Competency of Bidder:

a. If requested, the vendor shall submit evidence that he maintains a permanent place of business and has had at least three (3) successful years of experience in providing Transportation Services at similar facilities, has available or can obtain personnel, and has equipment and financial resources to undertake and perform the contract properly and expeditiously if the contract is awarded to him.

2.12 Form of Contract:

a. The successful vendor shall promptly enter into a contract with the GCHD in a form approved by the GCHD within ten (10) calendar days after notification of award. The contract shall commence on July 1, 2020 and end June 30, 2021 with an option by the GCHD to renew for up to two (2) additional consecutive one (1) year periods (July 1 – June 30), OR for up to eight (8) additional 3-month periods, subject to written notice given by the GCHD at least ninety (90) calendar days in advance of its expiration date. If the Vendor wishes to renew the contract, he must submit a letter of intent to the Grant Manager at the GCHD at least one hundred twenty (120) calendar days prior to the expiration of any term under this contract. The GCHD reserves the right to accept or reject any request for renewal and any increase in costs for each specified trip that the vendor may request.

b. The GCHD reserves the right to terminate the contract at any time by giving the vendor written notice ten (10) calendar days prior to the termination date.

c. Failure by the vendor to provide any scheduled daily rides in a timely manner shall be grounds for immediate termination of the contract by the GCHD.

2.13 Payment/Reimbursement:

a. The vendor shall accept payment in full from the GCHD for transports as specified herein. The vendor shall submit bi-monthly (twice a month) invoices to the Garrett County Health Department, 1025 Memorial Drive, Oakland, MD 21550, Attention: Tammy Skiles, Grant Manager, with a listing of the dates, patient names, pick-up and destination address, mobility, mileage, and type of transport (i.e. sedan, wheelchair, ambulance (ALS-Advanced Life Support/BLS-Basic Life Support) and any pertinent
discharge orders from the Hospital. Payment shall be made within forty-five (45) calendar days from receipt of the invoice by the GCHD. The GCHD shall pay at the rates specified on the Form of Proposal for services satisfactorily rendered and approved by the GCHD.

b. In the event the vendor transports a Managed Care Organization (MCO) eligible client or a Health Maintenance Organization (HMO) eligible client for an appointment to a service provider outside the limits as covered by Medicaid, the GCHD shall not be responsible for assisting in making the arrangements nor shall the GCHD be responsible for payment of any non-reimbursed costs associated with the transport.

c. A list of the Hospital’s criteria for transport is listed below:

**Basic Life Support – (BLS)**

- Oxygen – low concentration (if high concentration, consult RN) 15 liters per minute
- Existing Tracheostomy
- Hep Locks and “Locked” central lines
- Returns to home/nursing home
- Foley Catheters
- Non-infusing gastric/nasogastric tubes
- No infusing intravenous lines (IV’s)
- IV fluids containing Lactated Ringers, 10% Dextrose and .9 Saline
- Exception of Potassium – 20 mcq of K or less can go BLS

**Advanced Life Support – (ALS)**

- Cardiac monitoring
- Non-medicated intravenous lines
- Chronic ventilator patients
- Tracheostomy patients (some can go BLS, but check with RN)
- Chest tubes with Heimlich Valve
- External jugular catheters
Adenocard with doctor’s orders, as per Maryland State Protocols,

6 ml rapid IV push may repeat

**Critical Care Transport (SCT) – ALS with Transport RN**

Potassium intravenous lines of greater than 20 mEq of K

All acutely ill or admitted to monitored critical care area

Medically intravenous lines

Infusion of blood products

Infusion of HA’s/TPN

Physician Order (even if condition does not seem to warrant RN)

Anticipated need for sedation or pain control

Chest tubes and associated drainage systems

High-risk obstetrical patients

Neonates

Acutely ill ventilator patients

**2.14 Compliance with Federal HIPAA and State Confidentiality Law:**

a. The vendor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the Federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §1320d et seq. and implementing regulations including 45 CFR Parts 160 and 164. The vendor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 et seq. MCMRA). This obligation includes:

1) As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements;

2) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
3) Otherwise providing good information management practices regarding all health information and medical records.

b. Based on the determination by GCHD that the functions to be performed in accordance with the Services to Be Performed constitute business associate functions as defined in HIPAA, the selected vendor shall execute a Business Associate Agreement as required by HIPAA regulations at 45 CFR §164.501 and set forth in Attachment A. The fully executed Business Associate Agreement must be submitted within ten (10) working days after notification of selection, or within ten (10) days after award, whichever is earlier. Upon expiration of the ten-day submission period, if GCHD determines that the selected vendor has not provided the Business Associates Agreement required by this solicitation, the Grants Manager, may withdraw the recommendation for award and make the award to the next qualified offeror.

c. Protected Health Information as defined in the HIPAA regulations at 45 CFR §§160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

3. SPECIFICATIONS:

3.1 Proposal Submission Requirements:

a. Give a synopsis including qualifying experiences, and proof of capacity to accommodate Garrett County’s rural population

b. Copy of the State of Maryland Contractor’s license

c. Tax identification number

d. Information regarding the company, i.e. number of vehicles to handle the large Medicaid Program, etc.

e. Number of years the company has been in business

f. Number of employees available to transport clients

g. Physical address/location of the company

3.2 Number of Transports:
a. The actual number of transports made during July 1, 2018– June 30, 2019 were:

   - Ambulance – BLS: 330 trips, 12,773.5 miles
   - Ambulance – ALS: 61 trips, 3,598.1 miles
   - Ambulance- SCT: 17 trips, 937.8 miles
   - Wheelchair: 2,156 trips, 41,373 miles
   - Ambulatory: 4,450 trips, 125,679 miles

   These totals also include return transports.

b. The estimated number of transports for July 1, 2020 – June 30, 2021 is as follows:

   - Ambulance-BLS: 184 trips, 7,606 miles
   - Ambulance-ALS: 36 trips, 2,130 miles
   - Ambulance-SCT: 22 trips, 1,144 miles
   - Wheelchair: 1,808 trips, 30,678 miles
   - Ambulatory: 4,070 trips, 102,802 miles

c. The GCHD does not guarantee a minimum or maximum quantity of any of the different types of transport during any term of the contract.

d. The estimated number of rides on the Form of Proposal is to be considered one-way transports.

e. The GCHD will NOT reimburse the contractor for NO SHOW rides.

3.3 Scheduling of Transports:

a. The GCHD shall issue a schedule each workday for Ambulance/Wheelchair/Ambulatory for the next day, or on Friday for rides on the weekend and on Monday, and on the day before a holiday for the rides on the holiday and the 1st workday thereafter.

b. All clients are given an appointment time by GCHD. The vendor is responsible for notifying GCHD of the scheduled time for pick-up; GCHD staff will then contact the client.

c. In addition to these scheduled rides, the GCHD may telephone the vendor to schedule additional rides on the same day and local return rides from a health provider to the clients’ home after service has been received. (See item “d” below.)
d. Clients may contact the vendor directly for local return sedan rides from health provider to their home and/or original destination, but only when GCHD has scheduled the original ride. The vendor shall report all such transports by calling the GCHD and alerting them of this ride. The GCHD NEMT program’s normal business hours are Monday to Friday, 8:30 a.m. to 5:00 p.m.

e. **Vendor agrees to sub-contract with other wheelchair/ambulance/sedan companies to provide services if the vendor cannot provide the service due to an unusually large workload or due to his/her equipment being in use, being repaired, or otherwise being unavailable.** In this event, the vendor shall notify the sub-contractor, schedule the ride, and pay the sub-contractor for the service. The vendor and/or sub-contractor may not deny transportation services that have been scheduled by GCHD for any reason. The vendor’s responsibility is to do whatever necessary to provide the transportation service.

f. GCHD will not be responsible for communication with the sub-contractor. All questions, etc. from the sub-contractor are to be directed to the vendor.

g. Garrett Regional Medical Center (GRMC) may contact the vendor directly for rides of clients when the GCHD is closed, i.e. after normal business hours, weekends or holidays. The vendor shall verify that the client is active in the Medical Assistance Program by telephoning Eligibility Verification System (EVS) line in Baltimore at 1-800-492-2134. In the event the client is inactive and/or pending, the vendor shall not transport the client and shall contact GRMC immediately and notify them of the ineligibility. GCHD shall not be held responsible for transports of clients whose status is inactive and/or pending or those not covered by a Managed Care Organization (MCO).

h. “Pendings” are only Health Department reimbursable if the client is made eligible on the date of service. Otherwise, the responsibility of billing falls to the hospital, nursing home or vendor, depending on their contract.

i. For all ambulance transports, the attending Physician shall determine the mode of transport based on the medical condition of the client. The Physician Certification form must be completed and verified by a nurse at the GCHD, or the transport will not be paid.

j. For ambulatory and wheelchair clients, a Physician Certification form must be completed on an annual basis, which is handled by GCHD staff.

k. Transports shall be performed at the most cost-effective trip type possible and in accordance with the provisions contained herein. Vendor/sub-contractor should make every effort to double-up rides to the same location or vicinity to accommodate more transports and to save funding.

l. GCHD will verify each and every approval/denial for a transport individually. The time for approval/denial may vary. Each client will be verified through the Eligibility Verification System (EVS). The transportation staff will verify with GCHD Physician/Ombudsman to make sure that the transport was medically necessary by the mode of transport requested.

m. In the event that a facility decides not to utilize the vendor for the GCHD for a transport due to convenience, the GCHD will not be liable for payment of the transport.
3.4 Response Time:

a. The response time for Ambulance/Wheelchair/Sedan transports shall be scheduled by the appointment time and the vendor shall be responsible for pickup to assure arrival to that appointment time. For weekend or holiday transports requested by GRMC, when the GCHD is closed, the response time shall be within sixty (60) minutes from the time of the call from the hospital.

b. In the event the Ambulance/Wheelchair/Sedan is late for a transport, and the health care provider cannot serve the client, the GCHD shall not be liable for the payment of the transport. The expense incurred will be solely the vendor’s responsibility and not the responsibility of the GCHD.

c. In the event the sedan arrives at the scheduled destination to make a pick-up and the client cannot be located and does not appear, or appears and declines to go, this situation will be called a NO SHOW. All NO SHOWS shall be reported immediately by the vendor by telephone to GCHD. In the event that the GCHD is closed, the NO SHOW must be faxed or e-mailed on the next scheduled workday. If a client is a NO SHOW, the vendor, according to State regulations, is required to wait 5 minutes from the scheduled pick-up time before leaving the pick-up location.

d. The vendor shall provide room in the vehicle, when approved and requested by the GCHD, for one (1) family member in addition to the client. Determination of acceptance or denial of an additional rider shall be the sole responsibility of the GCHD.

e. The response time for Ambulance/Wheelchair/Long Distance Sedan transports during normal weekday business shall be scheduled by the appointment time. The vendor shall be responsible for contacting GCHD to schedule the pick-up time so that the client arrives at his/her medical appointment at the appropriate time. For weekend or holiday transports requested by GRMC, when the GCHD is closed, the response time shall be within sixty (60) minutes from the time of the call from the hospital.

3.5 Minimum requirements:

In order to meet minimum requirements, the vendor must agree to:

a. Cooperate with monitoring visits from the Grantor and the Division of Community Support Services.

b. Maintain books, records, documents, and other evidence, and shall adopt accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the course of this agreement. These books, records, documents and other evidence shall be available for inspection. If review reveals that funds are not expended within the limits of the approved budget or modifications, it is understood that restitution of monies found to be in violation of this agreement shall
be made to the MDH. All records must be retained for 6 years and audited by MDH, whichever is later.

c. Maintain records of the MA clients that they transport and dates of transport that will be made available to the Grantor for inspection.

d. Provide a copy of each year’s independent audit as soon as it is available.

e. Submit a Human Services Contract Proposal (MDH Form 432A), which includes the staffing plan and equipment purchases, to the Grantor for review and approval.

f. Submit quarterly reports which indicate number of MA clients served and number of MA trips provided, by Oct. 14th, Jan. 14th, May 14th, and July 14th of each year.

g. Provide monthly employee lists to GCHD so that written and signed attestations stating all employees have been checked against the federal and state List of Excluded Individuals and Entities (LEIE) databases can be completed by GCHD.

h. No grant funds can be used towards any entity or individual found on the federal or state LEIE database.

i. Provide any reports or other information on an as needed basis.

j. Provide proof of all current licenses required by federal or state laws.

k. Provide an organizational chart.

l. Provide evidence of adequate insurance coverage based on industry and department standards.

m. Provide written policies and procedures, which describe all aspects of the operations and addresses all operational requirements by state or federal law.

n. Comply with all applicable federal and state policies governing the transportation of eligible Maryland Medicaid participants to and from covered services (COMAR 10.09.19).

4. Projected Timetable:

4.1 The following projected timetable should be used as a working guide for planning purposes. GCHD reserves the right to adjust this timetable as required during the course of the RFP process:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>March 20, 2020</td>
</tr>
<tr>
<td>Question Deadline</td>
<td>April 15, 2020</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>May 15, 2020</td>
</tr>
<tr>
<td>Award Project</td>
<td>June 1, 2020</td>
</tr>
<tr>
<td>Work to Begin</td>
<td>July 1, 2020</td>
</tr>
</tbody>
</table>

Thank you in advance for your timely and complete responses and your interest in serving the residents of Garrett County.
5. **RFP Process:**

5.1 Vendors are to submit written proposals, which present its qualifications and understanding of the work to be performed. Vendors are required to address each evaluation criteria and be specific in presenting its qualifications. The vendor’s proposal should provide all the information, which it considers pertinent to its qualifications for the project and which responds to the Scope of Work, Specifications, Submittal Instructions and Evaluation Criteria described herein. To assist in the evaluation process, vendor should limit its response to fifteen (15) typed pages. Scoring by the Selection Committee may be adversely affected if this limit is exceeded.

6. **Submittal Instructions:**

6.1 The maximum number of pages for the response is fifteen (15) typed pages. The information to be submitted shall be prepared in accordance with the format guidelines below:

   a. Include a list of various tasks to be included in the plan addressing the requirements described in the Scope of Work/Specifications Sections along with a full explanation of the vendor’s plan. This section should be used by the vendor to demonstrate to the GCHD that it has a complete understanding of the services required under this contract and has the ability to successfully meet the contract requirements.

   b. Provide information, which documents the vendor’s qualifications and experience, including its ability, capacity, skill, and number of years of experience in providing the required service. Vendor shall emphasize work performed for other projects of a similar nature.

   c. Cost Proposal on the form provided herein.

   d. Provide three references.

      Each reference shall include the following information:

      1. Entity name
      2. Contract time period
      3. Scope of Work performed
      4. Contact person with phone number and email address

   e. Submit the names and titles of the staff member(s) who will be responsible for the timely completion of the plan requirements for this project. Clearly identify their project responsibilities. The vendor shall assign a primary project manager for this project, who will be the primary point of contact.

   f. Submit the following additional data:
1) A statement concerning whether lawsuits have been filed against the vendor, its principals or any joint venture partner for misfeasance or malfeasance of professional services and, if so, a detailed listing of the adverse action, cause, number, jurisdiction in which filed and current status.

7. Evaluation Criteria:

7.1 The Selection Committee will read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below. Varying weights to illustrate their importance have been assigned to the criteria listed below in the form of points. Each member of the committee during their review of each proposal will assign a final score based on the criteria. The evaluation criteria are as follows:

a. Scope or work/specifications proposed and the demonstrated ability of the vendor to provide all services identified in this RFP. (25 points)

b. Demonstration of the vendor’s ability to perform projects of a similar nature via submitted references. (25 points)

c. Cost proposal. (40 points)

d. The responsiveness of the vendor to the submittal format instructions provided in Section 7. Additionally, this includes submission of the following: correct number of copies of the proposal; Signature Sheet; acknowledgements of addendums as applicable. (10 points)

7.2 Once each member of the Selection Committee has rated each proposal, a composite rating is developed which indicates the committee’s collective ranking of the highest rated proposals in a descending order. At this point, the Selection Committee may request clarification on any proposal issues or request a meeting with top ranked vendors. The Selection Committee will conduct all subsequent interviews as necessary and will make a recommendation for contract award to the Grant Manager. The Grant Manager will review the recommendation of the committee and present it to MDH NEMT program for their final approval.

8. Contract Information:

8.1 The contract for this service will be between the successful vendor and the Garrett County Health Department.

9. Compensation to the Consultant:

9.1 The vendor will in no way be compensated for the preparation of this RFP.

10. Indemnification:
10.1 The vendor shall indemnify and hold harmless the Garrett County Health Department, hereinwith GCHD, and its elected and appointed officials, agents and employees from and against any and all liabilities, judgments, settlements, losses, costs or charges, including attorney fees, as a result of any claim, demand, action or suit relating to any bodily injury, sickness or disease, including death, loss or property damage or destruction caused by, arising out of, related to or associated with this work by the vendors and its members, officers, agents, employees, sub-consultants or invitees. GCHD may require that the vendor produce evidence of settlement of any such action prior to issuance of final payment.

11. **Insurance:**

11.1 The successful Vendor will be required to provide a Certificate of Insurance for General Liability Insurance, Workers Compensation and Automobile in the amounts outlined in the Insurance Table. The Insurance Table and Insurance information are included at the end of this package. This certificate should be mailed to:

Tammy Skiles, Grant Manager  
Garrett County Health Department  
1025 Memorial Drive  
Oakland, MD  21550

12. **Form W-9 Required for Taxpayer Identification Number and Certification:**

12.1 After contract award, the successful vendor shall be required to provide a completed copy of Form W-9 Request for Taxpayer Identification and Certification. This form shall be mailed to:

Tammy Skiles, Grant Manager  
Garrett County Health Department  
1025 Memorial Drive  
Oakland, MD  21550

12.2 This form shall be received by GCHD prior to GCHD executing contract documents.

13. **Proposals Binding 90 Days:**

13.1 Unless otherwise specified all proposals submitted shall be binding 90 calendar days following the due date, unless the vendor, upon written request from GCHD, agrees to an extension.

14. **Local Preference:**
14.1 Please be advised the Local Preference established by Resolution 2006-11 does not apply to any Request for Proposals.

15. Further Information:

15.1 Questions regarding this RFP should be faxed to Tammy Skiles, Grant Manager, at (301) 334-7701. The Grant Manager will formally respond to questions via addendums to the RFP. Please be advised that questions will be entertained until 2:00 P.M. on April 15, 2020. Questions asked after this time will not be answered.
Request for Proposals
MEDICAL ASSISTANCE TRANSPORTATION FOR QUALIFIED GARRETT COUNTY PARTICIPANTS
RFP #20-0515
Signature Sheet

My signature certifies that the proposal as submitted complies with all Terms and Conditions set forth in this RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest to the GCHD, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to GCHD, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with GCHD.

I hereby certify that I am authorized to sign as representative for the vendor:

Name of Company: ________________________________
Address: _______________________________________
Fed ID No. _______________________________________
Signature: __________________________ Title: ____________
Telephone: __________________________ Fax Number: ____________
Date: _______________________________________
Email: _______________________________________

To receive consideration for award, this signature sheet must be returned to the Garrett County Purchasing Department as it shall be a part of your response. Firm acknowledges receipt of Addendum(s), if any, by initialing the following:

Addendum #1 __________ Addendum #3 __________
Addendum #2 __________ Addendum #4 __________
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Trip Type</th>
<th>Estimated Trip Quantity/Miles for Contract Period (7/1/20 – 6/30/21)</th>
<th>Unit Cost</th>
<th>Extended Totals (Est’d Quantity x Unit Cost)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ambulance/ BLS – flat rate + loaded mile</td>
<td>184 trips 7,606 miles</td>
<td><strong>$</strong>________ flat rate</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>__________ per loaded mile</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Ambulance/ALS flat rate + loaded mile</td>
<td>36 trips 2,130 miles</td>
<td><strong>$</strong>________ flat rate</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>__________ per loaded mile</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Ambulance/SCT flat rate + loaded mile</td>
<td>22 trips 1,144 miles</td>
<td><strong>$</strong>________ flat rate</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>__________ per loaded mile</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Wheelchair – mileage rate</td>
<td>30,678 miles</td>
<td>__________ per mile</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Ambulatory – mileage rate</td>
<td>102,802 miles</td>
<td>__________ per mile</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>NO SHOWS – (All Transport Types) Non-Reimbursable</td>
<td>700 N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**TOTAL BID**
(Total of “Extended Totals” Column)

___$__________$

**REMARKS**
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
Insurance Requirements for  
State of Maryland, Garrett County Health Department

**General Liability Insurance:** Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations and, if necessary, **Commercial Umbrella Insurance**.

- **Minimum Limits**
  - $1,000,000  Each Occurrence
  - $1,000,000  Products & Completed Operations
  - $1,000,000  Personal Injury and Advertising Injury
  - $2,000,000  Annual Aggregate
  - $1,000,000  Fire Damage
  - $5,000    Medical Expense Each Person
  - $100,000   Medical Expense Each Occurrence

**Automobile Liability Insurance:** Coverage sufficient to cover owned, hired and non-owned coverage, including bodily injury, per person and occurrence and property damage per occurrence.*

- **Minimum Limits**
  - $1,000,000  Combined Single Limit

*Required for all contracts **EXCEPT** architectural design, review and/or engineering services and planning, research and/or policy projects.

**Statutory Workers Compensation and Employer’s Liability Insurance:** Workers Compensation Coverage shall meet statutory limits as required by the State of Maryland or other applicable laws and Employers’ Liability Insurance as follows.*

- **Minimum Limits**
  - $500,000  Each accident for bodily injury by accident
  - $500,000  Policy limit for bodily injury by disease and
  - $500,000  Each employee for bodily injury by disease

*Workers’ Compensation and Employer’s Liability Insurance is required for all contracts who has employees or subcontractors.

**Professional Liability Insurance:** Coverage for errors, omissions, and negligent acts per claim and aggregate, with one year discovery period.*

- **Minimum Limits**
$1,000,000 Each Occurrence
$5,000 Deductible

*Required for all Professional Service Contracts ONLY including but not limited to architectural design, review and/or engineering services.

**Pollution Liability Insurance:** Coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions.*

Minimum Limits

$1,000,000 Each Occurrence
$1,000,000 Aggregate

*Required for contracts with remedial hazardous material operations.

**Builders Risk Insurance:** Coverage equal to the full value of project*

*Required for all property construction projects
**Immunities and Defenses of the State, the LHD, and their Officers and Personnel.** The parties acknowledge that the State, MDH, LHD, and their units, offices, agencies, and instrumentalities, and their officers, principals, agents, servants, employees, personnel, successors and assigns (jointly and severally referred to hereinafter as “the State”) retain and do not waive and privileges, immunities, or defenses, including without limitation public official, sovereign, and/or governmental immunity retained at common law and/or subject to the limited waiver thereof pursuant to SG § 12-101, et seq., (Maryland Tort Claims Act or “MTCA”), COMAR § 25.02.02, and SG § 12-201, et seq. (Actions in Contract). Pursuant to the MTCA, the State Officers and employees of the LHD, and any State personnel who act without malice or gross negligence, and within the scope of their State employment or other public duties, are personally immune from suit and liability in courts of the State for torts committed in the course of providing LHD services pursuant to the SCP Participation Agreement and this Amendment. The parties acknowledge that a local government and its units and employees enjoy the limitations on, and immunities from, liability for tortious acts or omissions set forth at Md. Code Ann. Cts & Jud. Proc. § 5-301, et seq., (Local Government Tort claims Act) as well as common law and statutory public official immunity.

**Limited Indemnification and State Liability.** Pursuant to SFP § 7-237 (Contracts), the State and the LHD, through their duly authorized officers and agents, agree to indemnify the Corporation only to the extent that funds have been lawfully appropriated by the Maryland General Assembly expressly to pay such an indemnity, and then only up to the limits of the available appropriated funds, if any, for a judgment against the Corporation that results solely from the misfeasance or nonfeasance of the State. Except as otherwise provided herein or by law, the State has no obligation for the payment of any judgments or the settlement of any claims made against the Corporation or its subcontractors as a result of or relating to the Corporation’s obligations under this Agreement. The State has no obligation to provide legal counsel or legal defense to the corporation or its subcontractors. Corporation hereby forever releases the State, including without limitation the LHD, from any other obligation or duty to indemnify or defend the Corporation for any third-party claims, including without limitation tort or health care malpractice claims, for any direct, indirect, compensatory, special, or punitive damages, or attorney’s fees, if any, arising out of, or in connection with any acts or omissions pursuant to this Agreement. The Corporation shall immediately give written notice to the LHD of any claim or suit made or filed against Corporation or its subcontractors regarding any matter resulting from or relating to the obligations of any Party under this Agreement, and shall cooperate, assist, and consult with the State in the investigation or defense of any claim, suit, or action made or filed against the State as a result of or relating to the obligations of any Party under this Agreement. To the extent, if any, permitted and authorized by law, Corporation shall indemnify and hold harmless the State, including without limitation the LHD, and their officers, agents, servants, and employees, against liability for any suits, actions, or claims of any character arising from or relating to the performance under this Agreement of the corporation or its subcontractors. Any attempt by the Corporation to limit its liability, if any, to the State for the negligence or willful misconduct of the Corporation or of its subsidiaries, officers, agents, servants, employees, successors or assigns is and shall be null, void and of no force or effect. The State does not waive any right or defense, or forebear any action, in connection herewith.