

REQUEST FOR PROPOSAL
FOR THE
CUMBERLAND COUNTY
COMMUNITY TRANSPORTATION PROGRAM

Fiscal Years July 1, 2024 – June 30, 2027

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NOTICE TO TRANSPORTATION PROVIDERS

REQUEST FOR PROPOSAL FOR PROVISION OF THE CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM

The Cumberland County Community Transportation Program is seeking proposals for the operation of its transportation services which are funded with state and federal funds.

The system currently utilizes contractor supplied vehicles and drivers to provide curb to curb service in Cumberland County and the surrounding areas. In some cases, clients may require door to door service. The Cumberland County Community Transportation Program desires to sign competitive fixed unit cost contracts with an initial term of one (1) year with the County having, in its sole discretion, the option to renew for up to two (2) additional one-year terms, for operation of the six programs, with services to begin July 1, 2024, and ending June 30, 2027.

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of proposal via US Postal Service	Office address of delivery by any other method (special delivery, overnight, or any other carrier)
<p><i>PROPOSAL TITLE:</i> <i>RFP for the Cumberland County Community Transportation Program</i></p> <p><i>Cumberland County Purchasing Office</i> <i>Attn: Sophia Murnahan</i> <i>PO Box 1829</i> <i>Fayetteville, NC 28302</i></p>	<p><i>PROPOSAL TITLE:</i> <i>RFP for the Cumberland County Community Transportation Program</i></p> <p><i>Cumberland County Purchasing Office</i> <i>Attn: Sophia Murnahan</i> <i>117 Dick Street</i> <i>4th Floor, Room 451</i> <i>Finance Department</i> <i>Fayetteville, NC 28301</i></p>

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on or before **Friday, February 9, 2024, at 2:00 pm EST per the clock located in the Finance Department.** regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier, or other delivery service is entirely on the proposer. It is the sole responsibility of the proposer to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

Public bid opening will be held at **2:00 pm EST on Friday, February 9, 2024 per the clock located in the Finance Department.**, at 117 Dick Street, 4th Floor, Room 451, Fayetteville, NC 28301.

Submit one (1) signed, original executed proposal response, five (5) photocopies, and one (1) electronic copy on a flash drive. Submit your proposal in a sealed package. Clearly mark with: (1) Proposer name; (2) the RFP name; and (3) the due date. Address the package(s) for delivery as shown in the table above. Proposals will be subject to rejection unless submitted with the information above included on the outside of the sealed proposal package. The electronic copy of your proposal must be provided on a flash drive and shall not be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media.

All proposers must certify they are not on the federal or state list of ineligible Contractors. The Controller General's federal list of ineligible Contractors is located at the web site www.sam.gov. The state's list of debarred organizations can be found on the State's Purchase and Contract web site www.doa.state.nc.us/pandc/.

Only DBE's listed in the DOT certified directory are counted toward DOT's goal in contracts that contain federal funds. Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals and compete for subcontracting work and will not be discriminated against on the basis of race, color, religion, sex, national origin, or disability. DBE Contractors must be certified and registered on the NCDOT Directory: www.ebs.nc.gov/VendorDirectory/default.html.

The successful Contractor(s) shall be required to comply with all applicable local, state and federal laws and regulations including Equal Employment Opportunity. Request for proposal packages are available by visiting <https://ccmunis.co.cumberland.nc.us/vss> or by contacting Sophia Murnahan at (910) 678-7743.

A pre-proposal conference will be held on **Friday, January 26, 2024, at 10:00 a.m. EST** at the Historic County Courthouse, Room 107C, located at 130 Gillespie Street, Fayetteville, North Carolina. Proposers are not required to attend; however, it is highly recommended. This conference is intended to provide Proposers with the opportunity to ask questions and/or receive clarification of any requirement in the RFP. All questions and answers discussed at the pre-proposal conference will be included as an Addendum to this RFP.

Proposers may also submit written questions by e-mail to smurnahan@cumberlandcountync.gov no later than **Thursday, January 25, 2024 at 10:00 a.m. EST per the clock located in the Finance Department**. Proposers should enter, "*RFP Community Transportation Program: Questions*" as the subject for the e-mail. Questions will not be answered by phone. Question submittals should include a reference to the applicable RFP section.

Proposers shall rely only on written material contained in an Addendum to this RFP. Proposers are cautioned that any information released to attendees during the pre-proposal conference, which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be part of this proposal.

Any questions considered minute in nature or that point to an error in the RFP or that the County determines will produce information required in order for all proposers to submit a responsible proposal, may be answered at the County's discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as "minute in nature" shall be determined at the sole discretion of the County.

Cumberland County is seeking proposals for the following:

- Elderly and Disabled Medical Transportation (State)
- Rural General Public Transportation (State)
- Employment Transportation (State)
- Elderly and Disabled Non-Medical Transportation 5310 (Federal/State)
- Area Agency on Aging Medical Transportation (State)
- Area Agency on Aging General Transportation (State)

Insurance, Drug and Alcohol Testing, Americans with Disabilities Act adherence, and required training will be mandatory aspects of fulfilling this contract. Other Federal, State, and Local laws and requirements may apply.

The Community Transportation Program is funded in part by the County of Cumberland. Cumberland County and the Community Transportation Program retain the right to reject any or all proposals, to withdraw this solicitation at any time, to waive minor technicalities and informalities and to make an award deemed in its own best interest. Cumberland County is an equal opportunity employer.

PROHIBITED COMMUNICATION: Each proposer submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County's Finance Department as designated in this RFP. A proposer who does not comply with this provision may be disqualified from award of a contract.

IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The proposal must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, **unless the proposer has noticed the County Finance Department of its intent to designate any information in the proposal as such and received permission from the County Finance Department to do so in writing.** Proposer's notice to the County Finance Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County Finance Department determines the information for which confidentiality is requested is a "trade secret" covered by the Act, it will notify the proposer how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Proposer's submission of a proposal after receipt of this notice from the County Finance Department shall be deemed to be acceptance of the County Finance Department's statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify proposer of that determination. Any proposal marked with any information as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

I. INTRODUCTION

The Cumberland County Community Transportation Program is seeking interested, qualified contractors to provide transportation services in Cumberland County, North Carolina. Services are currently provided by private contractors under contract to Cumberland County, using contractor provided vehicles.

I. Cumberland County will contract with successful Proposers to operate this service. The Cumberland County Community Transportation Program desires to sign multiple competitive, fixed unit cost contracts, for operation of the six programs. The term of the contracts will be for three years, each renewed annually at the County's sole discretion. A selection committee will be assembled to review RFP responses and the **top three highest scoring proposers** will be offered contracts. If, through performance or other changes, a contractor is removed from providing services during the contract term, an additional contractor may be added at the discretion of the County, making it a maximum of three total service providers. Selection of subsequent proposers will be based on the rank order of scoring of the proposals submitted as part of this RFP process to negotiate contract for services.

II. The County and the selected proposers, with proper notification, reserve the right to modify the contract per contract stipulations. However, the County reserves the sole right to determine funding availability, funding allocations, and operational management for the program.

The selected contractor(s) will provide management, dispatch, and operation of the transportation service. Maintenance of the aforementioned vehicles will be the responsibility of the contractor. Service includes subscription trips as well as those of a demand-response nature (1 day notice). The contractor will take requests for service from agency representatives. Riders include the physically and mentally disabled, the elderly and the general public. The selected contractor will be responsible for meeting all state, federal, and local requirements as specified in the RFP including, but not limited to, employee development and training, drug and alcohol testing, complying with scheduled vehicle maintenance, insurance coverage, safety, on-time performance, reporting, and billing, as well as any appropriate licensing and other legal requirements. Contractors are required to reconcile daily and monthly reports with the Community Transportation Program, all services performed under the contracts to include dates, times, units, client names, destinations, and costs.

Definitions as used herein;

- a. The term "THE COUNTY" or the "County" is used interchangeably and refers to the purchaser, Cumberland County or Cumberland County Community Transportation.
- b. The term "request for proposal" (RFP) means a solicitation of a formal sealed proposal.
- c. The terms "proposal and offer" means the process and services offered by the Proposer in response to this RFP.
- d. The term "Proposer" is the contractor responding to this RFP.
- e. The term "Contractor" refers to the Proposer selected by the Cumberland County Community Transportation Program to perform service under this contract.
- f. The term "NCDOT" is the North Carolina Department of Transportation, which administers the Rural Operating Assistance Program {ROAP} (EDTAP, EMPL, RGP), and 5310 grant funding through the Public Transportation Division (PTD).
- g. The term "contract" means the legally-binding agreement between Cumberland County and the successful contractor(s) to perform the services described in this RFP.
- h. The term "unit" describes a measurement tool used to determine reimbursement. Units of service are defined as each and every time a passenger boards a vehicle at a location and alights at another location.
- i. The term "Community Transportation Program" refers to the collective entity that provides the management and administration for the funding and payment of all programs that are sub-allotted funding each year for transportation purposes.
- j. The term "Transportation Advisory Board" refers to the board made up of various individuals with experience in the human services and transportation fields in Cumberland County and is appointed by the County Commissioners. This organization serves the Community Transportation Program in an advisory capacity.
- k. The term "FTA" is the Federal Transit Administration, which is part of the US DOT and administers the federal (5310) grant funds through NCDOT/ Public Transportation Division.

II. EXISTING SERVICE

The Cumberland County Community Transportation Program provides curb to curb service (in some cases door to door) for clients within Cumberland County via contractual providers.

Trips provided by the contractor shall be billed on a per client unit basis. Requests for service are faxed or emailed to the contractor by the administrative staff one day in advance, by 3:00 pm, prior to the date of requested service. Coordination and dispatch of the vehicles to pick up the clients is the responsibility of the contractor.

The Community Transportation Program administrative staff consists of the Transportation Program Coordinator and three Transportation Specialists. The Transportation Program Coordinator oversees all aspects of the Community Transportation Program, including its operation and administration. All Community Transportation Program correspondence and any questions or concerns should be directed to the Transportation Program Coordinator.

Contracts:

Elderly and Disabled Medical Transportation (EDTAP): Transportation to medical appointments and pharmacy trips provided to clients who are 60+ years of age or disabled with doctor's verification. Clients live throughout Cumberland County.

Rural General Public Transportation (RGP): Transportation provided to residents who live in the rural areas of our County. Provides access to medical, shopping, education, and employment. (See map Attachment G – clients will reside in areas outside of the urban area boundary)

Urban Employment Transportation (EMPL): Transportation to school and work provided to residents who live inside or outside the urban areas of our County. (See map Attachment G – clients will reside in areas inside the urban area boundary)

Elderly and Disabled Non-Medical Transportation (5310): Non-medical transportation provided to clients who are 65+ years of age or disabled with doctor's verification. Clients live throughout Cumberland County.

Area Agency on Aging Medical (AAA Med): Transportation to medical appointments and pharmacy trips provided to clients who are 60+ years of age. Clients live throughout Cumberland County.

Area Agency on Aging General (AAA Gen): Transportation to nutrition sites provided to clients who are 60+ years of age. Clients live throughout Cumberland County.

Please note: 5310 funds are federal and state funds and have additional federal requirements. Please see "Federal and State Requirements and Special Conditions" Attachment.

III. SCOPE OF WORK

Contract Term

The term of any agreement arising from this RFP shall be for an initial term of one (1) year with the County having, in its sole discretion, the option to renew for up to two (2) additional one-year terms, commencing on the date transportation services are first rendered and will be subject to renewal annually for each year of the term. Projected start date is July 1, 2024, and end date is June 30, 2027.

Service Hours

EDTAP, AAA Med, AAA Gen: Services will normally be provided Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. (with the exception of dialysis trips).

5310, RGP and EMPL: Services will normally be provided Monday through Friday between the hours of 5:00 a.m. to 8:00 p.m.

Special concessions shall be made by the contractor when dialysis clients are transported to dialysis treatments and will make the necessary arrangements to see that those clients arrive at their appointment on time regardless of the normal service hours. Transportation services shall not end until all client trips have been completed.

Transportation will be provided on all holidays, except on Christmas and New Year's Day. Dialysis clients normally scheduled on Christmas and New Year's Day will require transportation on Saturday or Sunday for those weeks (to make up for the holiday).

Wait Time/No-Shows/Cancellations

The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show. The transport company driver shall wait fifteen (15) minutes for a client to pick up a prescription after a doctor's appointment. After that time, any further wait time shall be negotiation by client and the transport company driver.

In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no-shows and cancellations shall be kept by the contractor. In the event of a no-show, the contractor will not be compensated. However, the Community Transportation Program will enforce its no-show policy with the clients to the fullest extent possible. No-shows shall be reported by the contractor to the Community Transportation Program immediately. Cancellations shall be reported to the Community Transportation Program daily.

On-Time Performance

The Community Transportation Program requires a sixty (60) minute window on scheduled pickups (ninety (90) minute for Fort Liberty trips). Clients will be notified to always be ready one hour prior to appointment time (or one- and one-half hours for Fort Liberty). The Community Transportation Program policy states that there is a required ten (10) minute minimum wait time after arriving at a location to pick up a passenger. Contractor should not have clients on the vehicle for any period longer than the specified time frame. The contractor will provide a minimum of 95 percent (95%) on-time trips.

Service Area

All trips will be within Cumberland County which includes approximately 661 square miles.

Reservations

Administrative staff will authorize all trips and supply the contractor with reservation information. The contractor is not required to determine eligibility or receive service requests from individuals. In general, the contractor can expect to be notified no less than one day in advance of any reservations for demand-response trips and changes to subscription trips.

Fares

EDTAP, AAA Med, and AAA Gen: No fares or donations will be collected from passengers. The contractor and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.

5310, EMPL, and RGP: Fares will be collected from passengers. The driver and passenger will be required to sign a log, in order to verify that the fares have been paid, prior to receiving service. This log will be submitted to the Transportation Program Coordinator, along with the invoice, in order to receive payment. Fares will be approximately ten percent of the per unit trip cost. The contractor and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.

Attendants

The contractor will not supply attendants, but must allow a passenger an escort, if requested. The escort must board and exit at the same location as the eligible client. Neither the escort, agency, nor the Community Transportation Program will be charged for the escort.

Personnel

The contractor shall be solely responsible for the provision and satisfactory work performance of all employees as described by this Request for Proposal. The contractor shall be solely responsible for payment of all employees and/or subcontractor wages and benefits. Without any additional expense to the Community Transportation Program or Cumberland County, the contractor shall comply with the requirements of employee liability, Worker's Compensation, employment insurance, Social Security, Department of Transportation Drug & Alcohol Testing and Program Management regulations, OSHA regulations, EPA laws and regulations, in addition to any and all other applicable laws. The Cumberland County Community Transportation Program shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by the contractor. The contractor shall not, without prior written notice to the Community Transportation Program remove or re-assign the key management personnel identified in its proposal (e.g., Project Manager) at any time prior to or after execution of the contract. The contractor shall obtain the Community Transportation Program's written consent prior to entering any subcontract affecting the service.

Office Staff

The contractor shall supply a sufficient number of employees to staff the office at all required times and perform all necessary tasks associated with the service. The contractor will be responsible for training these employees and making sure that all program policies and procedures are understood and followed. The contractor will staff the office with at least one person trained to perform radio dispatching functions and monitor telephones while vehicles are on the road providing service. This condition may be satisfied if the Owner/Director has mobile cellular phone technology at his/her disposal and can be contacted at ANY time during office hours without necessarily being within an office. An office space with a permanent fax machine must be available to accept new transportation requests from administrative staff at all times during normal business operating times.

Drivers

The contractor shall supply at least four vehicles available for use of this program which must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles for a total of six vehicles in their fleet. Each of the contractor's employees shall, at all times while on duty in the performance of the services required herein, be neatly and *cleanly* dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

All drivers must be properly licensed in the State of North Carolina, have at least three years' driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Community Transportation Program Coordinator annually for each driver. Additionally, all the contractor's employees who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

All drivers must receive the following training through programs approved by the Community Transportation Program and show proof of successful completion to the Community Transportation Program Coordinator within thirty days of completion.

- First Aid Training and CPR
- Drug & Alcohol Training
- OSHA Bloodborne Pathogens Training
- ADA Equipment and Safety Training
- ADA Sensitivity Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of the contractor. The contractor is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training be completed prior to providing service. Annual refresher training is required for all drivers. Copies of Red Cross certification must be submitted annually to the Community Transportation Program Coordinator. Random drug and alcohol testing in accordance with Department of Transportation Drug & Alcohol requirements found in 49 CFR Part 655 and Part 40 is also required.

Drivers will be required to maintain vehicle logs for each day of service documenting the pickup and drop off of passengers. Logs will include rider names, scheduled and actual pick-up times, addresses, number of units per trip, no-shows, and other pertinent information.

All drivers and safety sensitive employees are required to submit to drug and alcohol testing at the contractor's expense. Up to eighty-five percent (85%) of testing costs may be reimbursed to the contractor if proper documentation and invoices are submitted in a timely manner. Drug/Alcohol reimbursement invoices should be submitted monthly. If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are exhausted, the contractor must continue to follow drug testing procedures.

Vehicles

Vehicles are the responsibility of the contractor. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, state inspections, etc. are the responsibility of the contractor. The contractor, for the purposes of supplying transportation services for the Community Transportation Program, must own or lease its own vehicles. All vehicles must be clearly marked (minimum of three-inch lettering) on the side of each vehicle with the contractor's name and phone number as to allow passengers to identify the vehicles.

Vehicles must have a wheelchair lift or be handicapped accessible (these vehicles must be ADA compliant – (see *Title VI CTP NCDOT Program Plan* here:

https://www.cumberlandcountync.gov/docs/default-source/community-transportation-documents/title-vi-ctp-ncdot-program-plan-2020.pdf?sfvrsn=3fe0bbb8_2). The contractor must have at their immediate disposal backup vehicles. Cumberland County & the Community Transportation Program reserve the right to inspect vehicles during announced or unannounced times. The Contractor shall submit copies of vehicle registration, inspections, and a current insurance policy to the Community Transportation Program Coordinator annually.

Licensing

The contractor shall keep all vehicles fully licensed and inspected as required by the State of North Carolina and applicable local government agencies. Vehicles are not eligible for free license

plates. The contractor must comply with all state and local vehicle registration, permitting and regulatory requirements.

Safety/Inspections

The contractor/employees shall perform daily pre-trip and post-trip safety inspections of all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to ensure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order at all times. The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected.

Additional safety requirements can be found in the System Safety Plan here: https://www.cumberlandcountync.gov/docs/default-source/community-transportation-documents/ctp-ssp-six-plan-2022-signed.pdf?sfvrsn=bac5b622_2

Maintenance

Vehicle maintenance shall be the responsibility of the contractor. The contractor shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards. Where duplicate recommendations exist, the contractor shall be required to maintain vehicles in accordance with the stricter standards. It shall be the contractor's responsibility to keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly, and interiors cleaned on a daily basis. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Community Transportation Program on request.

Damage

All physical damage to vehicles shall be repaired within 5 days of occurrence in a high-quality manner, regardless of cause. All damage must be reported to the Transportation Program Coordinator in writing within 48 hours of the incident causing the damage.

Insurance

The contractor will provide Bodily Injury, Property Damage, Comprehensive and Collision Insurance for vehicles used to provide services under this Contract in the amounts specified below through an insurer acceptable to the Cumberland County Risk Manager, licensed to do business in North Carolina and will name Cumberland County as an additional insured. Contractor will be required to carry insurance (and furnish proof thereof) to the following minimum limits:

The minimum levels of financial responsibility are as prescribed for motor carriers of passengers pursuant to the provisions of 49 U.S.C. 10927(a)(1), which is \$5,000,000 for vehicles with a seating capacity of 16 passengers or more and \$1,500,000 for vehicles with a seating capacity of 15 passengers or less."

49 U.S.C. 10927(a)(1) is the Interstate Commerce Commission (ICC) regulation enforced by the Federal Motor Carrier Safety Administration (FMCSA), which has been recoded. The new code is 49 CFR 387.25, but it only applies to "for-hire motor carriers transporting passengers in interstate or foreign commerce."

The NC Utilities Commission regulates "for-hire" motor carriers that provide intrastate passenger service to the general public. The State of North Carolina has associated with the FMCSA regulation for interstate providers and adopted the same requirements for intrastate providers. Based on G.S. 62-268 "Security for the Protection of Public; Liability Insurance," the North Carolina Utilities Commission may require any greater amount of insurance as may be necessary for the protection of the public. The rules and regulations of the North Carolina Utilities Commission carry the same weight as law.

THEREFORE, the NC Utilities Commission and the Division of Motor Vehicles require that intrastate

"for-hire" motor carriers that provide general public service must maintain the following minimum levels of financial responsibility:

\$1,500,000 for vehicles with a seating capacity of 15 passengers or less, and \$5,000,000 for vehicles with a seating capacity of 16 passengers or more.

Hold Harmless

The contractor agrees to protect, defend, indemnify and hold Cumberland County and the Community Transportation Program, 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 cause of action of every kind and character in connection with or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent. Each policy of insurance shall contain the following clause: "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the Community Transportation Program has received written notice of such cancellations or reduction."

The contractor will provide the Community Transportation Program, Cumberland County and the Transportation Program Coordinator proof of insurability to the prescribed limits as part of the proposal package and disclose deductibles and self-insured retainers. The contractor shall also identify its insurance agent(s) and underwriting company(s). This documentation must be in a form approved by State Insurance Commission.

Emergency Situations

In cases of accident, injury or traffic violation, the police or other appropriate authorities should be contacted. The driver should always be sent for drug and alcohol testing immediately where injuries are a result of an accident or incident. Contractor must always contact the Community Transportation Program Coordinator within 24 hours of such an event. A standard written accident report must be completed and turned in to the Transportation Program Coordinator within 48 hours. Included with this report shall also be a copy of the police report if applicable. In cases of emergency, always dial 911 and seek medical assistance.

Billing

The contractor shall submit a detailed invoice which includes verified client units transported, as well as all supporting paperwork to the Transportation Program Coordinator on a monthly basis. Monthly invoices should be submitted by the 5th of each month following provision of service, directed to the Transportation Program Coordinator. Contingent upon preliminary verification of the invoice, the Transportation Program Coordinator will submit the invoice for payment within 15 days from the date the Transportation Program Coordinator receives the paperwork. Checks will be issued according to the Cumberland County Finance Department's check issuance schedule. The Community Transportation Program or Cumberland County Finance Department may, at any time, conduct an audit of any and/or all records kept by the contractor for this service. Any overpayment uncovered in such an audit may be charged against the contractor future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

Records and Reports

The contractor will be responsible for properly maintaining separate records and summaries for this service as deemed necessary by Cumberland County and the Community Transportation

Program. The following are the types of information which the Community Transportation Program requires the contractor to keep.

Trip by Trip Records submitted daily.

- Date and time of service
- Name of client and number of units
- No-shows and cancellations

Proposal Cost

Proposers shall submit a proposal based on cost per unit. The cost per unit is defined as a one-way trip.

Confidentiality of Client Information

Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without the authorization of the individual, the agency and/or the Community Transportation Program.

Safety

The contractor will ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the contractor. Drivers must have the capabilities of using all safety equipment.

Drug and Alcohol Testing

In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Community Transportation Program has adopted a drug and alcohol policy applicable to transportation service (see System Safety Plan here: https://www.cumberlandcountync.gov/docs/default-source/community-transportation-documents/ctp-ssp-six-plan-2022-signed.pdf?sfvrsn=bac5b622_2). Contractor agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, contractor agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of the contract nor shall changes require contract modification.

All driver drug and alcohol testing will be completed through a testing site approved by the Community Transportation Program Coordinator. US Healthworks is the current approved site. The Community Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of the Contractor for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing. This program takes effect immediately upon the execution of the contract.

Records

Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of the contractor. The contractor agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

Meetings

The Community Transportation Program plans to hold Transportation Advisory Board meetings on a quarterly basis for the purpose of discussing service issues and proposed solutions and to maintain open and frequent communications. Occasionally, additional meetings may be required. The meetings are open to the public. Contractors are encouraged to attend.

Termination Conditions

Contracts may be terminated by either party upon thirty days prior written notice. In the event of termination prior to the normal expiration date of any contract, Cumberland County shall compensate the contractor for transportation provided to through and including midnight of the day of termination.

IV. SUBMISSION OF RFP

Questions, changes, and clarifications: To facilitate the clarification of requirements, Proposers are requested to submit questions in writing, to Sophia Murnahan, Cumberland County Purchasing Manager, at smurnahan@cumberlandcountync.gov no later than **Thursday, January 25, 2024 at 10:00 a.m. per the clock located in the Finance Department**. Proposers should enter, "*RFP Community Transportation Program: Questions*" as the subject for the e-mail. Questions will not be answered by phone. Question submittals should include a reference to the applicable RFP section.

Questions and clarification will be addressed at the Pre-Proposal Conference on **January 26, 2024**. All questions, clarifications, and changes to the RFP will be issued in an Addendum to this RFP within three days after the Pre-Proposal Conference.

Proposers shall rely only on written material contained in an Addendum to this RFP. Proposers are cautioned that any information released to attendees during the pre-proposal conference, which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be part of this proposal.

Any questions considered minute in nature or that point to an error in the RFP or that the County determines will produce information required in order for all proposers to submit a responsible proposal, may be answered at the County's discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as "minute in nature" shall be determined at the sole discretion of the County.

Selection process: An Evaluation Committee will review and analyze each response. Each proposal will be rated using a scale from 1-10, with 10 being excellent for each of the following criteria. Once a rating is assigned to a criteria category, the overall weight of the rating to the total score will be as follows:

CRITERIA	WEIGHT
-- Quality and Completeness of Proposal Response	15%
-- Qualifications and Experience	30%
-- References	15%
-- Disadvantaged Business Enterprise (DBE) Efforts	10%
-- Value for Cost	30%

RFP will be awarded based on best overall value method of award.

The County reserves the right to make separate awards to different vendors, to not award, or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

Interviews and/or negotiations may be conducted with each or any of the Proposers selected. Cost shall be considered but will not be the sole determining factor. The Evaluation Committee may require that the Proposer's staff attend any oral interviews. The Evaluation Committee may also require that some vehicles be present for inspection.

After any requested interviews have been conducted, the Evaluation Committee shall make its recommendation to the Transportation Advisory Board. If the Transportation Advisory Board concurs with the recommendation to the Proposer(s), which, in its opinion, has made the best proposal, it shall recommend to award the contract to that Proposer(s) to the County Board of Commissioners.

Projected Schedule

RFP release	January 11, 2024
Written questions due	January 25, 2024
Pre-proposal Conference	January 26, 2024
Proposals due	February 9, 2024
Evaluation Committee review	February 16, 2024
TAB Board Award	February 19, 2024
Contract Execution date	July 1, 2024

Conditions for Responding

1. Scope: The following terms and conditions shall prevail unless otherwise modified by the Community Transportation Program within this proposal document. The Community Transportation Program reserves the right to reject any proposal which takes exception to these terms and conditions.
2. Completing proposal: All information must be legible. Any and all corrections and/or erasures must be initialed. The proposal cover letter must be signed by an authorized Proposer and all required information must be provided. A neatly typed document of reasonable length and using the forms provided is preferred. Expenses incurred in developing and submitting a proposal are borne entirely by the Proposer.
3. Confidentiality of proposal information: Each proposal and supporting documents must be submitted in a **sealed** envelope to provide confidentiality of the proposal information prior to the proposal opening. All proposals and supporting proposal documents become public information after bid opening and are available for inspection by the general public.
4. Accuracy of proposal: Each proposal is publicly opened, and the Proposer's name is made part of the public record. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the Proposer will complete the contract. In case of numerical discrepancy, unit costs shall prevail.
5. Submission of proposal: Proposals are to be sealed and submitted following the directions in the "Notice to Transportation Providers" of this RFP.

Proposals will be **rejected** if they do not include all items as requested in the submittal checklist on page 31.

General Terms and Conditions

1. Assignment

The contract derived from this RFP shall not be sublet except with the written consent of THE COUNTY. No such consent shall be construed as making THE COUNTY a party to such subcontract or subject THE COUNTY to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract, and all transactions with THE COUNTY must be through the Contractor.

2. Changes

THE COUNTY reserves the right to postpone the proposal due date for its own convenience and to reject any or all proposals, to withdraw this solicitation at any time, to waive minor technicalities and informalities and to make an award deemed in its own best interest. Proposals may be awarded without further discussion or notification of the Proposers.

Changes to the RFP will be made by addendum.

Change orders, once a contract is issued, must be approved by THE COUNTY in writing.

3. Changed Conditions of Performance (Including Litigation)

The Proposer agrees to notify THE COUNTY immediately of any change in law, conditions, or any other event that may significantly affect the Proposer's ability to perform the project in accordance with the terms of the Contract. In addition, the Proposer agrees to notify THE COUNTY immediately of any decision pertaining to the Proposer's conduct of litigation that may affect THE COUNTY interests in the Project. Before the Proposer may name THE COUNTY as a party to litigation for any reason, in any forum, the Proposer agrees to inform THE COUNTY.

4. Nonperformance

Failure to Perform – If the contractor is unable or fails to deliver a significant amount of the service as specified in the scope of work (as determined by THE COUNTY), the COUNTY shall pay the contractor the cost of transportation provided through and including midnight of the day of termination.

5. Conditional Proposals

Conditional proposals, or those which take exceptions to the specifications, may be considered non-responsive and will be rejected.

6. Contract Documents

This Request for Proposal, including, General Terms and Conditions and the Technical Specifications with notes or changes made thereon before signing, along with the Contractor's proposal, are the documents forming the Contract. The Contractor shall only be authorized to begin incurring costs on the project upon receipt of a properly executed "Notice to Proceed" from THE COUNTY.

7. Contractual Obligation of the Bidder/Proposer

Each proposal shall be submitted with the understanding that the acceptance in writing by THE COUNTY of the offer to supply services described therein shall constitute a contract between the Proposer and the purchaser, which shall bind the Proposer on his or her part

to furnish and deliver at the proposed price in accordance with the conditions of said accepted proposal and specifications.

8. Errors and Omissions

The Proposer will not be allowed to take advantage of any errors or omissions in the specification. Full instructions to correct errors or omissions will be given to the Proposer, should errors or omissions be called to the attention of THE COUNTY.

9. Exclusionary or Discriminatory Specifications

THE COUNTY is prohibited by Federal and state law from using exclusionary or discriminatory specifications for work. If the Proposer believes that the specifications included in this solicitation are exclusionary or discriminatory, it should submit any concerns during the question-and-answer period.

10. Financial Assistance Grant

The service described in this Request for Proposals is to be purchased, in part, with the assistance of monies from the North Carolina Department of Transportation (NCDOT) and/or the Federal Transit Administration (FTA) of the U.S. Department of Transportation (USDOT). The successful Proposer and all subcontractors will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the North Carolina Department of Transportation, the Federal Transit Administration, and THE COUNTY.

11. Governing Law

Each and every provision of this Request for Proposal and the resulting contract agreement shall be construed in accordance with and governed by North Carolina law. The parties acknowledge that this contract is executed in Cumberland County, North Carolina and that the contract is to be performed in Cumberland County, North Carolina. Each party hereby consents to the local court's sole jurisdiction over any dispute that may arise as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the local county.

12. Termination of Contract

This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay the contractor the cost of transportation provided to clients through and including midnight of the day of termination.

13. Attorney's Fees

Should the Contractor default pursuant to any of the provisions of this Agreement, the Contractor and its surety shall pay to THE COUNTY such reasonable attorney's fees as THE COUNTY may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

14. Proposal Withdrawal

Proposals may be withdrawn by the contractor within 72 hours once the proposal is opened if a substantial error was made and credible evidence is provided to support the withdrawal.

15. Protest Procedures

Any potential, or actual, contractor objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract, or any other matter relating to the process of soliciting the proposals. Such a protest must be filed in writing and contain a detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents. All protests must be filed with the Cumberland County Purchasing Department at:
CumberlandPurchasing@cumberlandcountync.gov.

The protest shall be filed no later than **3:00 p.m. EST per the clock located in the Finance Department** of the tenth (10th) day after notification of award.

FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS

for
OPERATIONS and MANAGEMENT CONTRACTS

(SEE ATTACHED FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS)

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into these transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

Date

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this ____ day of _____, 20____, in the State of _____;
and the County of _____.

Notary Public _____

My Appointment Expires _____

ATTACHMENT B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

(To be submitted with all bids or offers exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20 ____.

Notary Public _____

My Appointment Expires _____

ATTACHMENT C

**CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

(To be submitted with all bids/proposals of \$150,000 or more. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

ATTACHMENT D

**CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

(To be submitted with all bids/proposals of \$150,000 or more. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award.)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j) but may qualify for an exception to the requirement consistent with 49 U.S.C. Section 5323(j)(2)(C), and regulations in 49 CFR 661.7.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

ATTACHMENT E

STATE OF NORTH CAROLINA
COUNTY OF _____

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES (Must be completed and submitted for all bids/quotes requiring service)

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of
_____ (hereinafter the "Employer") after being first duly sworn deposes
and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. 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.
3. ☐ Employer employs 25 or more employees and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.
☐ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This ____ day of _____, 20____.

Signature of Affiant

Printed Name and Title

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

(SEAL)

My Appointment Expires _____

ATTACHMENT F

STATE OF NORTH CAROLINA
COUNTY OF _____

IRAN DIVESTMENT ACT CERTIFICATION

In accordance to N.C.G.S. 147-86.59, any contractor attempting to contract with the State of North Carolina, North Carolina local governments, or any other political subdivision of the State of North Carolina shall certify at the time of the bid or renewal that the assignee or contractor is not identified on a list created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each contractor, prior to contracting with the State certifies, and the undersigned on behalf of the contractor does hereby certify, to the following:

1. that the Contractor is not identified on the Final Divestment List of entities that the NC State Treasurer has determined engages in investment activities in Iran.
2. that the Contractor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the contractor to make this certification.

The agency shall include the certification in the procurement record.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S.143C-55 *et seq.* but has been renumbered for codification at the direction of the Revisor of Statutes.

Contractor Signature

Date

Printed Name

Title

State of _____

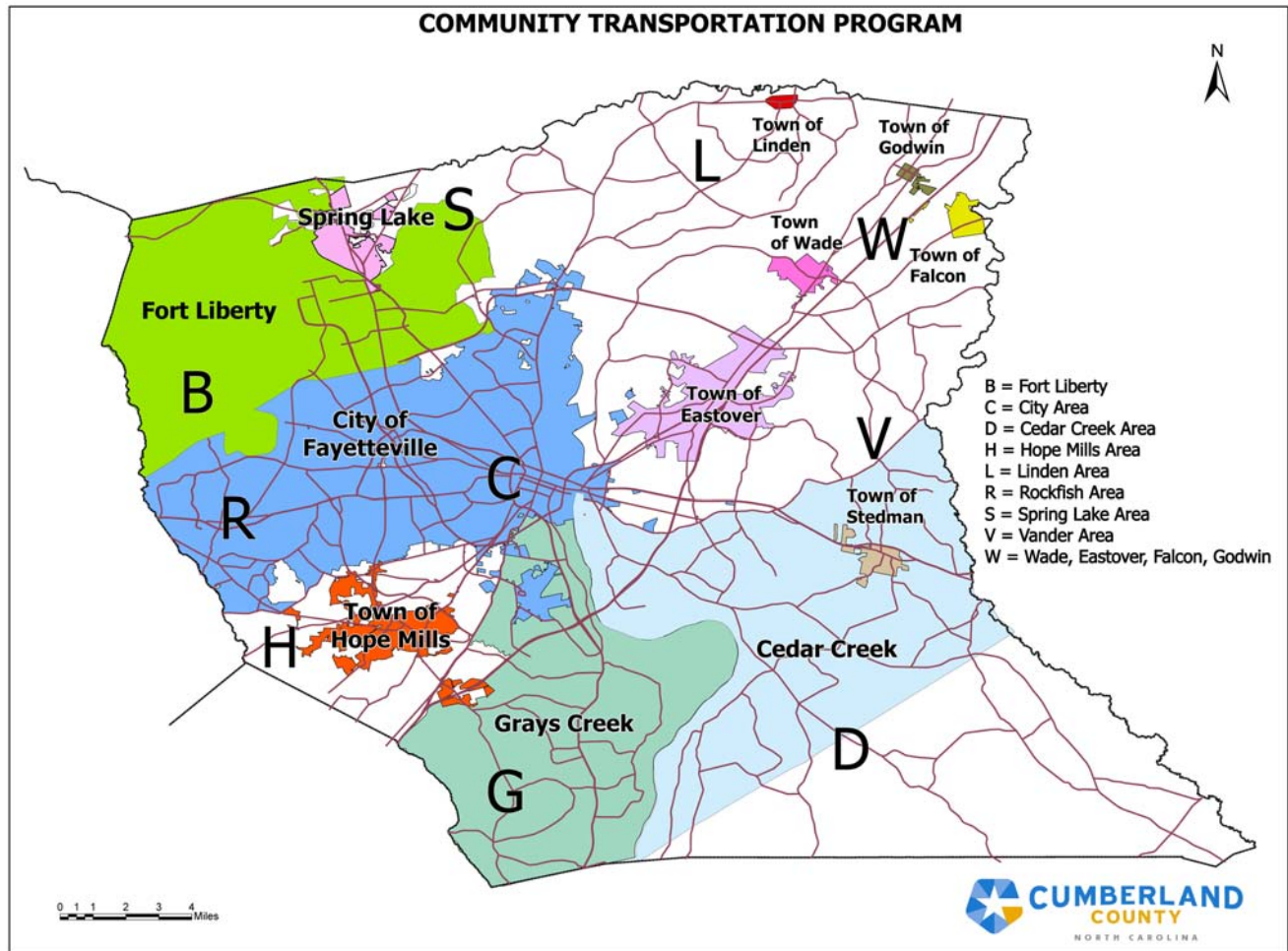
County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

My Appointment Expires _____

ATTACHMENT G



ATTACHMENT H

Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the **[insert organization's name]** does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1.

Sworn Statement:

[Name of Board Chair] and **[Name of Second Authorizing Official]** being duly sworn, say that we are the Board Chair and **[Title of the Second Authorizing Official]**, respectively, of **[insert name of organization]** of **[City]** in the State of **[Name of State]**; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

[Title of Second Authorizing Official]

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: _____

If there are any questions, please contact the North Carolina Office of State Budget and Management

NCGrants@osbm.nc.gov - (919) 807-4795

¹ G.S. 105-243.1 defines: "Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

V. SUBMITTAL PACKAGE

The following forms must be completed and submitted for a Proposer to be considered a candidate for the contracts described in the RFP. If space provided is insufficient for response, attach additional sheets to the forms, clearly referencing such sheets back to specific points addressed in the forms.

Submittal Checklist

Prior to submitting a proposal, the Proposer should use the following checklist to ensure completeness of the submission package. This form need not be submitted with the proposal. Submit your proposal in a sealed package. Clearly mark with: (1) Proposer name; (2) the RFP name; and (3) the due date. Address the package(s) for delivery as shown in the table in the "Notice to Transportation Providers" section. Proposals will be subject to rejection unless submitted with the information included on the outside of the sealed proposal package.

- One (1) electronic copy on a flash drive, one (1) signed, original, and five (5) copies of the completed submittal forms package made up of the following documents:
- Cover letter including a brief description of organization and intention to provide services for the program
- Information and Qualification Proposal Worksheets
- Manager's resumes
- Written driving record from the State Motor Vehicles Division for all drivers
- Copies of Red Cross certifications, if applicable
- Articles of Incorporation, if applicable and all business licenses
- Disadvantaged Business Enterprise (DBE) certification, if applicable
- Statement of insurability or current insurance policy that shows the minimum insurance threshold listed within this RFP
- Business References
- Attachment A
- Attachment B
- Attachment C or D (**Only one shall be submitted to be eligible for award**)
- Attachment E
- Attachment F
- Attachment H

Information and Qualification Proposal Worksheets

(Electronic copies are available upon request.)

1. General Information and Qualifications

A. Identification of Proposer

Name of Organization: _____

Business Address: _____

Telephone Number: _____

Fax Number: _____

Federal Tax ID # _____

B. Name and Title of Individual to Contact for Further Information:

C. Legal Status of Organization: (Check one)

☐ For-profit corporation or joint venture corporation

☐ For-profit partnership or sole proprietorship

☐ Non-profit corporation

☐ Public agency

☐ Other (identify) _____

D. Description of Organization

Provide a brief description of the major business functions, history, and organizational structure (please provide copy of organizational chart) of the Proposer Organization. Attach and label as "Description of Proposer Organization."

E. Credit References

Attach names, addresses, phone numbers and relation to Proposer of at least three credit references including Proposer's bank. Label the attachment "Credit References."

F. Has Proposer, or any officer or partner of Proposer, failed to complete a contract?

Yes ____ No ____

If yes, give details on separate sheet labeled "Failure to Complete Contract."

G. Proposed subcontractors and consultants

Attach company name, contact, address, phone, and anticipated role of any proposed subcontractor and/or consultant; also include three references for each proposed subcontractor and consultant. Label these attachments "Proposed Subcontractors and Consultants."

H. Disadvantaged and Small Business Status

A Disadvantaged Business Enterprise (DBE) is defined as a business at least 51% of which is owned, operated, and controlled by minority group members, or in the cases of publicly owned businesses, at least 51% of which is owned, operated, and controlled by minority group members. "Minority Group Members" are defined as Blacks, Hispanics, Asian American, American Indians, Alaskan Natives, or women regardless of race or nationality. A Small Business is defined under Small Business Administration (SBA) section 8(a) rules. Please submit a printout from the NDCOT Directory of Certified DBE's to verify DBE Status. www.ebs.nc.gov/VendorDirectory/default.html

Check the appropriate status of Proposer's business:

DBE _____ Small Business _____
Neither DBE or Small Business _____

I. Vehicles

Does Proposer understand that providing its own vehicles is a necessary component of this proposal?

Yes ☒ No ☐

Attach descriptions and pictures of proposed vehicles (year, manufacturer, model, number of miles, seating capacity, ADA accessibility, etc.). Label "Proposed Vehicles."

Proposer must provide documentation that accessible vehicles are ADA compliant. These vehicles must meet all vehicle, lift or ramp, wheelchair station, lighting, signage, and any other ADA requirements specified in 49 CFR 38 (*see ADA accessibility attachment*).

J. Is any litigation pending against Proposer or any officer or partner of Proposer's organization?

Yes ☐ No ☐

If yes, give details on separate sheet labeled "Pending Litigation."

K. Service References

Please tell us about (up to three) similar contracts which the Proposer organization has provided service under. Label additional pages "Service References".

Service Reference # _____

Firm Name: _____

Street: _____

City, State, Zip Code: _____

Contact Person: _____ Telephone Number: () _____

Length of Service: from _____ to _____

Please describe the services Proposer provided to this organization by checking as many of the following as apply:

<input type="checkbox"/> Fixed Route	<input type="checkbox"/> Charter
<input type="checkbox"/> Demand Response (Paratransit)	<input type="checkbox"/> Daily School Bus Service
<input type="checkbox"/> Other (describe) _____	

Average number of miles operated per weekday: _____

Days of operation: _____

Average number of vehicles operated per weekday: _____

Types of vehicles operated: _____

Types of users (ex. general public, disabled, etc.): _____

Please use additional sheets to provide any further information about this reference. Label "Additional information: Service Reference #____".

2. Maintenance Program

Describe how the program Proposer will follow for maintenance, inspection and cleaning of vehicles.

3. Driver Standards

Please describe Proposer's current hiring standards and training and safety programs for drivers. Additionally, please describe your current drug and alcohol policy and testing procedures (Note: Testing must comply with those of the Community Transportation Program upon execution of contract).

4. Service Description

Please provide a detailed description of how Proposer plans to provide this service. The description should demonstrate understanding of the program as detailed in this RFP. Additionally, any minimum requirements which Proposer proposed to exceed should be described. The description should include, but by no means be limited to, Proposer's plan for scheduling and dispatch, administration, management and support, use of radios or cell phones, etc.

5. Implementation and Management Plan

Describe Proposer's strategy and timeline for implementing transportation services. Describe the management structure for this contract. Emphasis should be on a timely, thorough implementation plan and the assurance of service quantity, quality, and efficiency.

6. Safety Policy and Emergency Procedures

In this section, the Proposer should state the company policy on safety and also describe procedures for handling emergency situations.

The Proposer, _____, hereby certifies and affirms to the truthfulness and accuracy of the information provided in the above Information and Qualification Proposal Worksheets Form.

Date

Signature of Proposer

Name and Title of Proposer

EDTAP Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely.

COST PER UNIT _____

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

RGP Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely.

COST PER UNIT _____

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

EMPL Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely.

COST PER UNIT _____

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

AAA Medical Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely.

COST PER UNIT _____

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

AAA General Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely.

COST PER UNIT _____

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

5310 Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely.

COST PER UNIT _____

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____