

## PART IV WORK STATEMENT

- A. CONTRACT OVERVIEW AND SCOPE:** The Department of Labor & Industry (L&I) is issuing this Invitation for Bids (IFB) to establish multiple award Contracts for Non-Emergency Transport Services for State Workers' Insurance Fund (SWIF). L&I is seeking qualified suppliers with the experience, background, licensure, certifications, and services at competitive prices while ensuring that agency requirements are met in compliance with all local, state and federal regulations. The Contractor(s) shall provide all facilities, labor, materials, services, skills, supervision and necessary equipment to manage and conduct provision of services under this Contract. These services will be provided as an independent Contractor, not as an employee of the Commonwealth. The Contractor(s) shall render services in accordance with the policies, procedures, and standards of the Commonwealth.
- B. METHOD OF AWARD (MULTIPLE AWARD):** Contracts will be awarded to all responsible and responsive bidders who comply with the "Eligibility Requirements" set forth in this IFB. Bidders may bid on ambulatory or non-ambulatory transports or both. There is no guarantee that the award of a Contract will result in the assignment of work. No work may be performed without a notice to proceed.
1. Provide Ambulatory Non-Emergency Transportation for claimant/passenger(s) as directed by the State Workers' Insurance Fund (SWIF).
  2. Provide Non-Ambulatory, Non-Emergency Transportation for claimant/ passenger(s) as directed by the State Workers' Insurance Fund (SWIF). The Awarded Supplier will need (depending on circumstances of assignment) to provide vehicles equipped with a wheelchair, wheelchair ramp and/or lift and tie-downs, gurney, stretcher and oxygen. Depending on assignment driver may need to go into the passenger's home to complete transportation.
- C. ELIGIBILITY REQUIREMENTS:** Suppliers interested in submitting a bid to become an Awarded Supplier must meet all the eligibility requirements as set forth below. Eligibility Requirements are applicable to both services, unless otherwise indicated. **Bidders who fail to meet all the following eligibility requirements may be found non-responsive.**

To be eligible for contract award, Bidders will:

1. Provide a brief narrative indicating experience providing Non-Emergency transport services
2. Provide three (3) years driving history issued by the PA Department of Transportation for all transport staff (Appendix B). The fee for obtaining driver's history is the responsibility of the bidder. Transport staff who have the following violations on their driving record will be deemed ineligible:

- a. Transport drivers may not have a Driving under the Influence (DUI), Driving While Intoxicated (DWI), or “at fault” accidents in the past three (3) years and no revocation or suspension of their license.
  - b. Transport drivers may have no more than two (2) moving violations and no more than one (1) excessive speed violation.
3. Provide (2) professional and (1) personal references from clients and individuals attesting to reliability of bidder for whom bidder has provided similar type services within the last three (3) years. For each client referenced, the bidder must provide the business name, contact name, mailing address, email address and telephone number. References should be submitted with the bid on company letterhead.
4. Provide complete resumes of all transport personnel involved in providing services.
5. Provide an organizational chart showing all personnel providing services and where each will be physically located during the term of the contract. Bidders must be able to service the entire geographical territory/territories for which a bid is submitted and must have personnel physically located in the territory/territories bid (except for businesses home offices located out of the state of Pennsylvania.)
6. Licensing/Documentation. Bidders must provide a copy of each type of documentation for all applicable personnel and transport vehicles.
  - a. Valid driver’s license for all transport staff. In addition, drivers providing services shall be a minimum of 21 years of age; and
  - b. Emergency Roadside Assistance coverage for all transport vehicles such as AAA or equivalent; and
  - c. Current and valid registration for all transport vehicles; and
  - d. Cellular phone contact information for all transport staff (Appendix C); and
  - e. Bidder’s current Automobile insurance certificate, which covers all transport drivers and transport vehicles used for non-emergency transport service. Pennsylvania state minimum coverage is required and must include passenger insurance. Copy of the certificate should include the following information:
    - i. Carrier (name and address);
    - ii. Type of Insurance (i.e. full coverage or liability);
    - iii. Amount of Coverage;
      1. The minimum amount of coverage to be carried is \$100,000 per person and \$300,000 aggregated and \$50,000 property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an

additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

- iv. Period covered by insurance

Changes to automobile insurance policy or carrier must be reported within ten (10) days of the effective date to the SWIF office or L&I designee.

***NOTE: The Commonwealth will verify accuracy of all data. If the Commonwealth determines that any of the data has been falsified, the Commonwealth may, at its discretion, immediately cancel the supplier(s) contract.***

**D. BID SUBMISSION:** Bids must be electronically received through the PA Supplier Portal. To be considered for Contract award, bidders must complete and return all required supporting documentation as outlined in the **Part C** Eligibility Requirements as part of their response to this solicitation.

**E. OPTION TO ADD/REMOVE SUPPLIERS:** The addition and/or deletion of any Supplier(s) during the term of this Contract will be at the sole discretion of L&I. The L&I reserves the right to issue a supplementary bid on a quarterly basis, or as required, to add suppliers during the term of the contract. Receiving a Contract is not a guarantee of work. No work may be performed without a notice to proceed.

**F. BACKGROUND CHECKS:** Awarded Supplier(s), at their expense, must arrange for background checks for all transport staff. Background checks are only to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf> Background checks must be conducted prior to initial transport of any passenger under the contract. Background checks must also be performed in the State of employee's home if living out of the State of PA. There is no reimbursement for Background Checks or Criminal Record Checks.

**G. SERVICE REQUIREMENTS:** The following service requirements are applicable.

1. Transport personnel shall abide by all local, state and federal traffic rules, statues and laws.
2. Evidence of a valid driver's license must be provided for all transport staff hired after the contract is awarded prior to the driver' first assignment. A driver will not be permitted to provide services if the driver's license is not supplied to the requesting office prior to an assignment.
3. Transport personnel shall ensure that the transport vehicle doors remain locked when the vehicle is in motion.
4. Transport personnel shall ensure that all transport vehicles are equipped with seatbelts and make sure they are operable and worn by the passengers always when the vehicle is in motion.

5. Suppliers shall provide clean, reliable transport vehicle(s).
6. Drivers' will perform a Pre-Trip Inspection of vehicle. Inspection will include checking all lights, turn signals, fluid levels, and tire pressure.
7. Supplier shall ensure transport staff can read and follow mapping directions including GPS technology.
8. No smoking, eating or drinking is permitted during travel in transport vehicles.
9. If a passenger experiences a medical emergency while transported and requires immediate medical attention, the transport driver must transport the passenger to nearest hospital, or medical facility, or contact 911, as applicable. The Awarded Supplier must notify SWIF within thirty (30) minutes of such an incident. If the driver cannot communicate within the required time, the driver will notify the SWIF Office as soon as possible.
10. Transport staff shall assist all passengers in entering/exiting the transport vehicle, as necessary.
11. The Awarded Supplier(s) shall notify the Commonwealth of any criminal prosecutions commenced against itself or its personnel within one (1) business day of charges being filed.

**Additional Requirements**

Photo ID and/or driver's license must be visibly displayed at all times in all transport vehicles. An Emergency Contact Card will be provided by SWIF upon request.

1. Some assignments may require multilingual transport drivers. Please indicate, within the Price Sheet (Appendix E), the languages spoken by the transport drivers.
2. Transport physically disabled passenger/claimant(s) with special needs in a vehicle adapted for those needs per the Americans with Disabilities Act Title III Regulations, [http://www.ada.gov/regs2010/titleIII\\_2010/titleIII\\_2010\\_regulations.htm](http://www.ada.gov/regs2010/titleIII_2010/titleIII_2010_regulations.htm) and ensure that transport personnel have been trained to use non-Ambulatory vehicle/equipment when required to assist disabled passenger/claimant(s).

**H. PICK-UP AND TRANSPORTATION/COVERAGE AREA:** Transportation needs for this contract is divided into counties. Transport services shall cover the counties as outlined within the Price Sheet, Appendix E. The Commonwealth reserves the right to add or delete additional territories as needed. The Commonwealth's requirements for pick-up and transportation may include intrastate and interstate travel.

In the event the Commonwealth is unable to provide service to its clients within a specific county, the Commonwealth may issue an interest letter in writing to any or all contracted suppliers to request adding service areas.

The addition and/or deletion of any county or Contractor during the term of the contract will be at the sole discretion of SWIF and the Department of Labor & Industry. In addition, the SWIF and the Department of Labor & Industry reserve the right to issue a supplementary bid as required, and to award contracts during the term of the contract.

Contractors seeking to add service areas to their contract will do so in writing to the SWIF and the Issuing Officer. If a bidder was previously terminated from any engagement with the Department of Labor & Industry because of poor performance, the Commonwealth reserves the right to not consider the Contractor for an award.

**I. HOURS OF OPERATION:** Maintain a business location open between the hours of 7AM EST to 6PM EST, Monday through Friday. However, business needs may warrant extended hours beyond 6 pm. Service is not billable until the passenger is picked up.

**J. TRANSPORT DUTIES:**

1. Upon receipt of an assignment by SWIF, the Contractor must contact the claimant/passenger and/or the claimant/passenger's attorney to schedule the transport. This contact must be made within three (3) hours after receiving the assignment from SWIF. It is the Awarded Supplier's responsibility to document, by date and time, all attempts to contact the claimant/passenger and/or the claimant/passenger's attorney. SWIF will provide as much advance time for scheduling these services as possible; however, certain circumstances may require as little as twenty-four (24) hour notice, or less.

At the time of the assignment, SWIF will provide the Awarded Supplier with all of the pertinent information, including, but not limited to:

- Claimant/Passenger's name;
- Pick-up address;
- Telephone number;
- Appointment time/location;
- Special transportation/van requirements (i.e. handicap accessible, etc.); and
- Language/translation needs.

2. The Awarded Supplier will then confirm with the referring SWIF district office that the transport has been scheduled. The Awarded Supplier will be required to follow-up with the claimant/passenger and/or the claimant/passenger's attorney within forty-eight (48) hours before the scheduled appointment, or three (3) hours before scheduled appointment if less than forty-eight (48) hour notice was provided. Confirmation of this contact must be provided to the referring SWIF district office.

3. The Awarded Supplier will arrive at the pick-up location at least fifteen (15) minutes before the scheduled time. Additional pick-up lead time might be required for major metropolitan locations (i.e. Philadelphia and Pittsburgh). The awarded Supplier must wait at the designated pick-up location fifteen (15) minutes beyond the scheduled pick-up time before declaring a no-show by the claimant/passenger(s). In the event that the claimant/passenger(s) do not appear for pick-up at the scheduled time, the Awarded Supplier must notify the referring SWIF district office of the no-show within one (1) hour of the scheduled pick-up time.
4. The Awarded Supplier will transport and wait for the claimant/passenger in accordance with the terms of the contract. In addition, only a spouse, immediate family member or other individual pre-approved by SWIF over the age of 18 may ride and assist with ambulation, if required. The Awarded Supplier can only pick-up, drop off, and return the claimant/passenger(s) to the designated locations. Under no circumstances can the Awarded Supplier make any additional stops without SWIF's prior authorization.
5. Services are to be provided with no charges to the claimant/passenger. **Furthermore, the solicitation/acceptance of tips or any other type of gratuity is strictly prohibited.**
6. In the event of an accident during an assignment, the Awarded Supplier must notify the referring SWIF district office within one (1) hour from the time of the accident.
7. L & I may request the awarded supplier to provide service to more than one passenger commuting to the same destination. In this event, the awarded supplier will only be paid a one-trip rate.

**K. CANCELLATION, LATE ARRIVAL OR NO SHOW:**

In the event the Awarded Supplier does not provide timely transport to the scheduled appointment and it results in cancellation of the appointment the Awarded Supplier, at the Commonwealth's discretion, may be paid 50% of the hourly rate for that trip. **In addition, the Supplier is responsible for any fees assessed by the medical provider for the missed appointment.**

- L. PERSONNEL:** Awarded Supplier(s) are expected to utilize standards of professionalism in all aspects of the performance of the contract. All personnel must be fully qualified for the performance of the task to which assigned. In the event of recurring and/or un-resolved personnel performance issue(s), the Commonwealth has the right to request that such personnel be replaced.

Notice of personnel changes (additions, deletions and/or changes in local, state or federal licenses/certifications, insurances) must be communicated to L&I Contracting Officer

within two (2) business days. In the case of deletions, the normal workload must be handled on a timely basis until replacements are hired and/or assigned to the project.

**M. SERVICE LEVEL AGREEMENTS:** The Commonwealth has developed a set of minimum Service Level Agreements (SLA), defined in the table below, which the Awarded Supplier(s) are expected to meet, or exceed, to be in good standing with the Contract. In the event the contractor’s performance falls below the target service level, SWIF may request a meeting to review the issues requiring attention.

Performance Metric	Performance Target	Description	Calculation	Frequency of Review	Liquidated Damages
Timeliness	95%	Late Trips	Number of late trips/total number of trips	Monthly	5% of total monthly invoice
Appearance for assignment	95%	Driver No- Show	Number of driver no-shows/ total number of trips	Monthly	5% of total monthly invoice

The Awarded Supplier(s) will be allowed a thirty (30) day grace period during the implementation phase of the contract to “ramp up” services, without scoring on the performance metrics contained in the table set forth above. After the thirty (30) day grace period, tracking of each of the above performance metrics shall begin, and the first report shall be due to SWIF one (1) month after the grace period ends. The Awarded Supplier(s) should develop a scorecard, which includes the above performance metrics and can be reviewed, per agency request.

If the Awarded Supplier(s) do not meet the agreed Performance Targets, the following actions will be taken. A discussion will take place between the Awarded Suppliers’ representatives and SWIF. The Awarded Supplier(s) will be required to develop a corrective action plan to improve on the problem area(s), submit the corrective action plan, to the using agency, within five (5) business days of the infraction and correct the issues within thirty (30) days of the date the corrective action plan is approved. Failure to attain these standards may be cause for cancellation of the contract.

**N. PRICING:** The hourly charge for both Non-Ambulatory and Ambulatory transport services has been outlined within Appendix E – Price Sheet. Hourly charges begin at the location where the passenger/claimant is picked up, continue to the destination of the appointment, including time on location until the appointment has been completed, and ends when the employee is returned to the point of origin. Reasonable lead time is allowable prior to the

start of transport services. Travel must be by the most direct and cost effective route for each assignment. L & I may audit miles submitted, or request route information for a transport if available, to ensure the bidder is meeting this requirement. Time spent traveling to/from the passenger/claimant's pick-up location is not eligible for hourly reimbursement. Meals and breaks are not paid.

- O. **REIMBURSEMENTS:** Mileage, Subsistence and Lodging will be reimbursed at the current rate as per Management Directive 230.10. Parking and tolls will be reimbursed at actual cost(s) based on the submission of appropriate receipt(s).

[http://www.portal.state.pa.us/portal/server.pt/gateway/PTARGS\\_0\\_2\\_785\\_711\\_0\\_43/http://pubcontent.state.pa.us/publishedcontent/publish/global/files/management\\_directives/managementadministrative\\_support/230\\_10.pdf](http://www.portal.state.pa.us/portal/server.pt/gateway/PTARGS_0_2_785_711_0_43/http://pubcontent.state.pa.us/publishedcontent/publish/global/files/management_directives/managementadministrative_support/230_10.pdf)

P. **BILLING AND REPORTING REQUIREMENTS:**

The Awarded Supplier(s) shall submit computer-generated invoices monthly to the referring SWIF Office for services rendered on each claim assigned. The invoices shall list the SWIF claim number, claimant's name, and date of service, invoice number, invoice date and the Awarded Supplier's Federal Identification Number/Social Security Number. The invoices must include a breakdown of charges, a detailed report of the services provided and include any necessary receipts, for which reimbursement is being requested. See section on Reimbursements for further details. The Awarded Supplier(s) will submit, in a format determined by SWIF, a monthly report listing the Transport services provided for the period by district office. (Refer to Appendix F) Awarded Supplier(s) may be required to produce records that disclose the extent and nature of the services provided.

Supplier must also produce monthly reports to SWIF, to support performance as related to the SLA's outlined in Section M.

A copy of all monthly reports must be submitted by the 15<sup>th</sup> of the following month to:

State Workers' Insurance Fund  
Attn: Chief Financial Officer  
100 Lackawanna Ave.  
Scranton Pa. 18503

Or emailed to RA-LISWIF-PROCUREMENT@pa.gov

- Q. **APPLICABLE LAW:** The Awarded Supplier(s) must have working knowledge and follow federal, state, and local regulations. In any event where the Awarded Supplier(s) creates a scenario where the Commonwealth is found to be out of compliance with federal, state, and local standards, laws and regulations, the Awarded Supplier(s) will be liable and responsible for any damages (administrative, operational, monetary) suffered by using agency. All non-compliance issues and service deficiencies must be addressed, in writing, to each affected using Agency, to include a proposed solution, within forty-



eight (48) hours of supplier's receipt of notification and the approved resolution must be in place within five (5) business days thereafter.

- R. ENDORSEMENTS:** Awarded Supplier(s) shall not advertise or publicize in any way a written or verbal endorsement that their equipment and/or services are being used by the Commonwealth of Pennsylvania without the written approval of the Commonwealth.