

**WORK STATEMENT
AMBULATORY AND NON-AMBULATORY TRANSPORTS**

- 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-Ambulatory Services and Non-Emergency Transport Non-Ambulatory for the Office of Vocational Rehabilitation (OVR) Office in Adams, Cumberland, Dauphin, Franklin, Lancaster, Lebanon, Perry & York Counties. L&I is seeking qualified suppliers with the experience, background, certifications, and services at competitive prices while ensuring that agency requirements are met in compliance with all local, state and federal regulations. The Awarded Supplier(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 Awarded Supplier(s) shall render services in accordance with the policies, procedures, and standards of the Commonwealth.
- B. METHOD OF AWARD (MULTIPLE AWARD):** Award will be made on a multiple award basis to all responsible and responsive bidders who comply with the “Eligibility Requirements” set forth in this IFB. Bidders may bid on the county or counties where service will be performed. There is no guarantee that the award of a Contract will result in the assignment of work. No work may be performed without the issuance of a purchase order.
1. Provide Ambulatory, Non-Emergency Transportation for Office of Vocational Rehabilitation. Employees/passenger(s) may be blind, visually impaired, or have other disabilities which preclude their ability to drive themselves.
 2. Provide Non-Ambulatory, Non-Emergency Transportation for the Office of Vocational Rehabilitation. Transport vehicle(s) must be equipped with a wheelchair ramp and/or lift and tie-downs.
- 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 unless otherwise indicated. **Failure to meet all the following eligibility requirements may result in bid rejection.**
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 an “at fault” accident in the past three (3) years and may not have a license revocation or suspension.
 - b. Transport drivers may have no more than two (2) moving violations and no more than one (1) excessive speed violation.
3. Provide three (3) personal or professional references from clients 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 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 (with the exception businesses home offices located out of the state of Pennsylvania).
5. 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 staff 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

6. Changes to automobile insurance policy or carrier must be reported within ten (10) days of the effective date to the Department's program 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 the following documents in response to this Invitation for Bid.

1. Appendix E – Price Sheet
2. Required supporting documentation as outlined in the Eligibility Requirements.

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 the issuance of a Purchase Order.

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 unless otherwise indicated.

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.

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 at all times 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 being transported and requires immediate medical attention, the transport driver must transport the passenger to the nearest hospital, or medical facility, or contact 911, as applicable. The Awarded Supplier must notify the L&I Office with whom they serve within thirty (30) minutes of such an incident. If the driver cannot communicate within the required time, the driver will notify the OVR Office as soon as conditions permit.
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

1. Transport Staff shall:
 - a. Display Photo ID and/or driver's license at all times in the transport vehicles. An Emergency Contact Card will be provided by OVR upon request.
 - b. Can lift or carry up to twenty-five (50) pounds.
 - c. Provide occasional reader services. Driver must possess the ability to read, speak, comprehend and communicate in English fluently.
 - d. Transport physically disabled passengers 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.html and ensure that transport personnel have been trained to use non-Ambulatory vehicle/equipment when required to assist disabled passenger/claimant(s).

2. Transport Staff must allow service animals in the vehicle, as required.

H. PICK-UP AND TRANSPORTATION/COVERAGE AREA: Transportation needs for this contract is divided into counties. Transport services shall cover the territories 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 transportation may include intrastate and interstate travel.

I. HOURS OF OPERATION: Suppliers must 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. Overnight stays may be required. Service is not billable until the passenger is picked up at the requesting OVR Office.

In the event a driver is required for overnight travel, L&I will reimburse the driver for lodging expenses, consistent with the Commonwealth's travel policies. Drivers will be paid for 1 ½ hours after check-in to the overnight accommodations. Billable service resumes when the driver begins transporting the passenger the next day to his or her destination.

J. TRANSPORT DUTIES:

1. The Awarded Supplier will arrive at the pick-up location not later than (15) minutes before the scheduled time. Additional lead time might be required for pick-up(s) within major metropolitan locations (i.e. Philadelphia and Pittsburgh).
2. The Awarded Supplier will transport and wait for the passenger in accordance with the terms of this IFB. The Awarded Supplier will only pick-up, drop off, and return the passenger to the pre-designated location(s). Except for emergencies, under no circumstances can the Awarded Supplier make any additional stops.
3. Services are to be provided with no charges to the passenger. **The solicitation or acceptance of tips or any other type of gratuity is strictly prohibited.**
4. In the event of an accident during an assignment, the Awarded Supplier must notify the referring OVR district office within one (1) hour from the time of the accident.
5. In the event of overnight travel, the driver will be on call for the entire overnight on call period until the next day when travel to first destination begins. Overnight travel accommodations will be arranged between driver and OVR District Office in advance of travel on a case-by-case basis.

6. OVR 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:

1. In the event of an OVR customer appointment cancellation or a cancellation by the OVR employee, and if notice is provided to the transport staff less than one (1) hour prior to pick up time, the Awarded Supplier will be compensated for one (1) hour of pay.
2. In the event of a cancellation by the passenger, and if notice is provided to OVR three (3) hours or less prior to pick up time or a no-show, the Awarded Supplier will be compensated for one (1) hour of pay.
3. 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.

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 they are assigned. In the event of recurring and/or unresolved 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 the 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. The SLA's may be reviewed by to identify any issues requiring immediate 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 | Monthly | 5% of total monthly invoice |

| | | | | | |
|--|--|--|-----------------|--|--|
| | | | number of trips | | |
|--|--|--|-----------------|--|--|

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. The tracking of the above performance metrics shall be completed by the passenger to the District Office Representative for unsatisfactory performance in any given month.

If the Awarded Supplier(s) does not meet the agreed Performance Targets, the following actions will be taken: (1) a discussion will take place between the Awarded Suppliers’ representatives and the OVR District Office; (2) the Awarded Supplier(s) will be required to develop a corrective action plan to improve their performance; (3) the Awarded supplier shall submit the corrective action plan to OVR within five (5) business days of the request to correct the issues within thirty (30) days of the date the corrective action plan is approved. If the action is not satisfied, the OVR District Office is to contact OVR Headquarters. Failure to attain these standards may be cause for cancellation of the contract.

N. PRICING: The hourly charge per county 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 is picked up and ends when the passenger 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, to ensure the awarded supplier is meeting this requirement. Time spent traveling to/from the passenger/ pick-up location is not eligible for hourly reimbursement. Lunch break is not paid.

O. REIMBURSEMENTS: Mileage, Subsistence and Lodging will be reimbursed at the current rate as per Management Directive 230.10. *Commonwealth Travel Procedures Manual*, Parking and tolls will be reimbursed at actual cost(s) based on the submission of appropriate receipt(s). http://www.oa.pa.gov/Policies/md/Documents/230_10.pdf

P. BILLING AND REPORTING REQUIREMENTS:

The Awarded Supplier(s) shall submit invoices via the Expense Log (Appendix F) bi-weekly to the Office of Vocational Rehabilitation for services provided to passengers. The expense log shall list invoice date, PO number, supplier name and number, passenger’s name and the date(s) of service. The Expense Log 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. Awarded Supplier(s) may be required to produce records that disclose the extent and nature of the services provided.

Upon request, the supplier must also produce monthly reports, to support performance as related to the SLA's outlined in Section L.

- 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.
- S. CONFIDENTIALITY:** Awarded Supplier(s) should attend Commonwealth confidentiality training provided by OVR within the first thirty (30) days after contract award. Suppliers must adhere to the confidentiality requirements of the Federal Rehabilitation Act of 1973, as amended, its governing regulations, and the State Vocational Rehabilitation Act of 1988.
- T. TERM OF CONTRACT:** The term of the Contract is anticipated to begin upon approval through June 30, 2023. There are no renewals for this solicitation. A new solicitation will be posted January of 2023 that will have renewals built in.