



ROANOKE COUNTY

Purchasing Division
5204 Bernard Drive, Suite 300-F, P.O. Box 29800
Roanoke, Virginia 24018-0798
TEL: (540) 772-2061 FAX: (540) 772-2074

July 31, 2019

ADDENDUM NO. 1 TO ALL BIDDERS/OFFERORS:

Reference – **2019-116**

Description: DEMAND RESPONSE TRANSPORTATION PROGRAM FOR ROANOKE COUNTY

Dated: **Issued July 15, 2019**

Proposal Due: **August 26, 2019 2:00 P.M. (Local Prevailing Time)**

The above Project is hereby changed as addressed below:

1. Questions/Responses
2. Copy of Current Contract
3. Sign In log from Pre Proposal Conference

Note: A signed acknowledgment of this addendum must be received at the location indicated on the original solicitation either prior to the proposal due date or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal/bid document. The original proposal/bid document must be signed.

Thanks,

Heath Honaker
Phone: (540) 283-8146
hhonaker@roanokecountyva.gov

Sign Name:

Print Name:

Name of Firm:

Date:

1. Questions/Responses

Q&A for: RFP 2019-116

1. Can the County provide a total budget for this procurement?
 - a. The current budget for transportation services has a value of \$674,000 in fiscal year 2020, which began on July 1, 2019 and ends June 30, 2020. This budget is based on the current model of usage, and the overall intention is to lower the transportation service cost through efficient service models. This current budget amount is not intended to limit any Offerors on potential models to be proposed to Roanoke County.
2. Is the County interested in responses that propose an app-based, on-demand service model for its demand-responsive services? Under such a model, customers would request rides in real-time using a mobile application. Such a model would continue supporting over the phone, pre-scheduled reservations.
 - a. Mobile apps will be considered but should not be the only option as our area may be limited to cellular reception. A mobile app may not necessarily be realistic so there needs to be an alternative considering the target audience.
3. Is the County open to using non-employee drivers where legal and appropriate? These drivers, for example, could be 1099 contractors that drive a designated fleet of branded vehicles, held exclusively for use by County. Using contractor drivers allows for more flexibility in the labor model and a consequent scale up and down of vehicles to match demand throughout the day. This operating efficiency generally reduces deadhead hours and vehicles required, reducing the cost to the County.
 - a. Roanoke County does not currently have a preference for employee vs. non-employee drivers. The Offeror must provide drivers who have been properly vetted and whose behavior can be controlled / directed by Offeror. It's up to the Offeror what model they use. Offeror must provide proof of conducting criminal background and sex offender registry checks on all drivers.
4. Is the County interested in proposals that recommend a partnership model through which the County and Contractor engage in close, ongoing collaboration to continuously refine service models and explore innovative approaches in order to achieve efficiency and quality of service improvements?
 - a. Yes, however any changes to service models would require sufficient notice and communication to riders.
5. Could you please provide a copy of the current contract?
 - a. See attached Current Contract.

6. Is the Sample Contract a requirement?

a. The Sample Contract listed in the RFP is there to be a guide of what the final agreement may look like. Any exceptions may be part of the negotiations.

7. The RFP makes mention of ID card System, does the Offeror provide this or the County?

a. This will be provided by Roanoke County.

8. Does the county Provide any Vehicles or all on the Offeror?

a. Under the current model all vehicles are provided by the Contractor.

2. Copy of Current Agreement

CONTRACT FOR SERVICES OF CORTAN

This Agreement is made and entered into this 1st day of July, 2018, by and between the County of Roanoke, Virginia (hereinafter referred to as the “County” and Unified Human Services Transportation Systems, Inc. (hereinafter referred to as the “System”).

WHEREAS, the County seeks to provide a demand-response limited transportation system emphasizing service to certain qualified citizens of Roanoke County; and

WHEREAS, the County seeks to encourage innovative and cost effective public transportation services which increase cooperation between the public and private sectors.

NOW, THEREFORE, the County and Unified Human Services Transportation Systems, Inc. agree to the following:

1. Description of Service

- a. The System will perform in a timely manner for the benefit of the County, origin to destination demand responsive service throughout the County. The hours of service will be 7:00 a.m. to 6:00 p.m. Monday through Friday. Last pickup time scheduled is 5:30 p.m. Clients will arrange for service by telephoning the System to request transportation service at least the day before the service is desired during the System's normal office business hours (8:00 a.m. - 5:00 p.m.). Reservations may be made up to fourteen days in advance of the requested service. Clients must make reservations for all rides; the System will no longer allow “regular riders” to utilize the service without making reservations.
- b. The Service will not be provided on the following holidays: Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Day, Labor Day, July 4th, Memorial Day, and Good Friday.
- c. The System will meet the following performance standards:
 1. Maximum variance of arrival time at trip origin before or after compared to time promised by dispatcher: twenty (20) minutes or more for ten percent or more of total monthly trips.
 2. Maximum number of complaints received about lack of service and/or courtesy of operators or dispatchers; two (2) percent of passengers per month.
 3. Provide Service only to eligible Clients.

d. Should the System regularly fail to meet performance standards, upon written notice from the County, System shall have thirty days after the initial notice to remedy the failure. If System fails to cure defects in performance standards after the initial thirty day cure period, the County reserves the right to withhold payment to System pending resolution and adherence to performance standards. However, should payment to the System not be resumed by the County within fifteen (15) days of the County's written notice to the System that it is withholding payment under this subsection, then System shall have the right to terminate this Agreement upon sixty (60) days written notice to the County.

2. Maintenance of Vehicles:

The System shall at all times maintain the contract vehicle in proper working condition and in conformance with all applicable safety regulations. System shall be responsible for obtaining and paying for all repairs, labor, and parts necessary to maintain the vehicles in good condition. Vehicles will be subject to inspection by the County at all times, with at least one week's notice to System and during normal business hours.

3. Operators:

All operators utilized for this Service shall be fully qualified and licensed by the Commonwealth of Virginia as is necessary to provide Services governed by this Agreement. Each operator shall receive appropriate safety training prior to actual operation of any vehicle in connection with this Service. Operators shall display proper courtesy toward all Clients and shall wear appropriate uniforms, in accordance with System policies. System shall ensure that operators are subject to DMV record checks and criminal background checks. All operators are subject to random drug screens as required by the Federal Transit Administration.

4. Dispatching:

The System will provide the dispatching capability to handle the telephone requests for Service, and to ensure that operators are assigned in sequence to meet these requests for Service. Reservations for transportation service must be dispatched to accommodate the maximum number of passengers per hour.

The System reserves the right to change any scheduled time up to one hour from the time requested. The Client will be notified of this when making a reservation. Clients should be given a 20 minute window at the time reservations are made. The System will allow enough travel time

to deliver the Client to their requested destination on-time. The System's dispatchers will make all reasonable efforts to schedule trips in a way that maximizes efficiency on routes while maintaining levels of services required by this Agreement.

For record keeping purposes, trips will be classified in six areas: medical, nutritional, employment, recreational, educational, and personal. This data shall be shared with the County upon request but no more than once a month, as part of the monthly invoicing process. Clients will be required to give a specific time to the dispatcher for return transportation. The System will provide service as promptly as possible.

5. Fare:

Riders will be charged a fare of \$4.00 per trip, which can be paid by cash or ticket. If paying cash, exact change is required. The System will credit the County's monthly billing for the cash collected and the data on the method of Clients' payments for each trip billed (cash or ticket). Further, System will provide the County information on System's cash-handling processes. The County will be responsible for selling tickets to individuals. The System will maintain records and provide a monthly report to the County of tickets and cash collected. Companion aides travel free with a client requiring assistance. Individuals who are qualified to be a CORTAN rider cannot be classified as a companion as mandated by ADA.

The County will determine the eligibility of individuals for the program and assign an identification numbers to these individuals. These individuals and their assigned identification number will be entered into the scheduling software by the County to be used by the System. System shall be responsible for ensuring that only those eligible clients, and designated companion aides where necessary, be allowed to utilize this Service. County agrees to annually pay for two user licenses for access to the Client database portion of the scheduling software.

6. Inclement Weather:

When Roanoke County Schools are closed for inclement weather, the Service will not be provided. If, in the discretion of the System, it is determined that conditions are unsafe to operate the Service for any reason, announcements will be made on local radio and TV stations by the System and posted on applicable websites.

7. Records Maintenance:

The System and its subcontractors shall maintain all books, documents, papers, accounting records, and any other evidence, showing information related to the Service provided herein. Such

records shall be maintained in a manner that is compliant with all applicable state and federal mandates, including, but not limited to, the Government Data Collection and Dissemination Practices Act, as set forth in Title 2.2 of the Code of Virginia. Such information shall be made available at their respective offices during normal business hours during the agreement period and for a period of three (3) years from the date of final payment from the County to System (or until final audit) for audit and inspection, as detailed in paragraph 8. Copies of such information shall be furnished to the County. A transit report that reflects the System's monthly services and activities shall be developed by the System and distributed to the County on a monthly basis.

Given the scope of the Services provided by this Agreement, the County wishes to analyze data regarding use of System. Accordingly, System agrees that all data regarding Clients served by the System will be available to the County for export and analysis in a format to be agreed upon by the parties.

8. Audit and Inspection of Records:

System and its subcontractors shall permit the authorized representatives of the County to inspect and audit all data and records of System and its subcontractor, relating to the performance of this Agreement.

System agrees that following the completion of any audit report prepared in accordance with paragraph 7, it will promptly refund to the County any payments that are mutually agreed upon found to be unsupported by acceptable records or in violation of any other provisions of this Agreement.

9. Payment for Services

The System will follow these procedures to determine the amount to be reimbursed by the County:

The mechanism for reimbursement of payments will be as follows: The operator will maintain a trip sheet that specifies purpose of the trip, time, mileage, vehicle number, and the number of passengers each day to verify service was provided. The System will bill the County once each month and the County will reimburse the System within thirty (30) days from the date of billing.

The County agrees to pay the System at a rate of \$39.00 per hour for each hour or part thereof that the System is in transit for the benefit of the Clients listed herein. The System's

transportation hours consist of the time that it takes a vehicle to complete a given run from its base location to its return.

The System must certify that trip sheets are from valid operators who are actually on duty at the times listed on the trip sheets. The System will be responsible for verifying that information recorded is reasonable for trips reflected on the trip sheets. Upon request, the County shall have access to operator's trip sheets in order to conduct periodic reviews, and will also request information from System's dispatcher sheets.

The System will monitor and try to obtain funding through different grants which would help to reduce the overall cost to the County to provide this program. If the System is successful in obtaining grants for funding of this program through the Virginia Department of Rail and Public Transportation or other funding sources, the County agrees to pay the required local match of such grants. The System will not accept these grants without prior approval of the County. County's obligation to pay the local match shall not attach unless System has allowed County reasonable notice and time to review any proposed grant applications during the two-month annual grant application period.

The County agrees to pay to the System in addition to its standard rate a surcharge for the cost of gas over \$2.75 per gallon. This surcharge would be added to the County's regular monthly billing.

The surcharge would be based upon the total number of miles of service provided and the cost of gas exceeding two dollars seventy five cents (\$2.75) per gallon. The formula to be used in calculating the above surcharge is as follows:

$$\frac{\text{Total Number of Miles Per Month}}{5 \text{ (Average Miles Per Gallon)}} \times \text{Cost of Gas Over \$2.75}$$

10. No Shows:

A no-show occurs when a Client schedules a trip using the System but fails to either appear for the trip at the scheduled time and place or notify the System at least one hour in advance of intent to cancel. The System will maintain records in order to keep track of no-shows and report them to the County on a weekly basis. County will develop a formal no-show policy, consistent with the mandates of the Americans with Disabilities Act ("ADA") that must be reviewed and approved by the Virginia Department of Rail and Public Transportation ("VDRPT"). The review

by the VDRPT shall be required only so long as County wishes to receive grant funds to offset costs of providing services to Clients. Upon receipt of the no-show information, the County may disqualify or suspend riding privileges of Clients. County will be responsible for notifying any Clients who are suspended or otherwise disqualified from using Services and will promptly provide the names and ID numbers of all disqualified or suspended clients to System. Clients who are suspended or disqualified because they are no-shows may appeal this decision to the County Administrator or his designee. After the appeal is concluded, if System provides Services to any ineligible Clients after receipt of County's notice, System shall bear all costs of such Services.

11. Suspension of Service:

All Clients are expected to act appropriately when using the service. Clients who display any of the following actions will be suspended from the service. These actions include, but are not limited to: vandalism, physical or verbal abuse of employees or another passenger, sexual behavior, refusal to wear a seatbelt or allow their mobility device to be secured, smoking or eating food on the vehicle and nonpayment of fares. Additionally, all Clients are expected to obey all safety rules (those posted in System vehicles, as well as those as described in the County's application and/or determination letter) when using transportation provided by the System. Clients must abide by these rules or risk suspension and/or disqualification.

A suspension may result if a rider violates any safety policy or has a medical need that presents a clear and present danger to that individual, other passengers or the System's employees. This may result in an immediate suspension. A Client who is subject to disqualification from using the System will be notified by phone and U.S. mail by the System. A suspended Client shall have an opportunity to appeal disqualification to the System. The System shall notify the County of any and all County residents who are disqualified from using the System. County reserves the right to review the disqualifications and reinstate riding privileges, in County's discretion. A rider who is suspended for behavioral issues as outlined herein shall have an opportunity to appeal his or her suspension to the System.

12. Marketing:

The System may be expected to contribute to the efforts to promote the demand-responsive service in cooperation with the County. The specific efforts that are expected of the System will be mutually determined as need arises.

13. Insurance:

The System shall take out and maintain during the life of this agreement such bodily injury liability insurance and property liability insurance as shall protect it from claims for damage, which may arise from operations under this Agreement, in the amounts as specified on Exhibit A- Certificate of Insurance. System shall name the County as an additional named insured, by endorsement on the Certificate of Insurance.

14. Indemnification:

The System hereby assumes liability for and agrees to protect, hold harmless, and indemnify the County and the County's officers, employees, agents, and assigns from any and all claims, losses, liabilities, damages, lawsuits, actions, penalties, and legal fees and expenses, of whatever kind and nature, imposed on, incurred by, or asserted against the County and its employees, officers, agents, assigning in any way relating to or arising out of any of the following: the violation of System of its obligations under this Agreement; any tort or other action or failure to act which shall be done in connection with providing the services described herein, any act or failure to act of any officer, director, employee, or agent of System; and injury to any person, loss of life, or damage to or destruction of property arising out of or relating to the operation of the Service. The County agrees to promptly notify the System in writing of any claims or liability, which System believes to be covered under this paragraph.

15. Term:

The term of this Agreement shall be from the 1st day of July, 2018 through the 30th day of June, 2019. The Agreement may be renewed upon such terms and such time as is agreed upon by both parties.

16. Modification of Contract:

This Agreement constitutes the entire agreement between the parties. Any proposed change in this Agreement shall be submitted to the other party for its approval. No modification, addition, deletion, etc. to this agreement shall be effective unless and until such change is reduced to writing and executed by authorized agents of each party.

17. Contract Documents:

Each of the following described contract documents, copies of which are attached hereto or incorporated hereto or incorporated herein by reference, form a part of this agreement. Exhibit A- Certification of Insurance

18. Section Heading:

The Section Headings of this Agreement are for convenience only, and in no way define, limit, or describe the scope or intent of this Agreement.

19. Termination of Agreement

The County may terminate this Agreement at any time for cause or convenience provided that it gives written notice of sixty (60) days to System of such termination, which shall specify the effective date of such notice. In the event of such termination, System shall be compensated for allowable costs through the date of written notification from the County to terminate.

System may at any time, by giving sixty (60) days written notice specifying the effective date, terminate this contract for cause. Cause may include, but shall not be limited to the following which is listed by way of illustration and not by way of limitation: Failure by the County to provide payment in a timely and proper manner.

20. Conflict of Interest:

System agrees that it presently has no interest and shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. System further agrees that in the performance of this agreement, no person having any such interest shall be employed.

21. Interest of Public Officials:

No member, officer, or employee of the County or of a local public body during his tenure or for one (1) year thereafter, shall have any interest, direct, indirect, in this Agreement or the proceeds thereof. During the term of this contract the County shall appoint one member to the advisory committee of the Board of Directors of the Unified Human Services Transportation Systems, Inc.

22. Covenant Against Contingent Fees:

System warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for System, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employee working solely for System, any fee, commission, percentage, brokerage fee, or other considerations, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the County shall have the right to void and rescind this agreement without liability, or at its

discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

23. Fair Employment Contracting Act:

System, its agents, employees, assigns or successors, and any persons, firm, or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of the Virginia Fair Employment Contracting Act (Sec. 2.1-374 through Sec. 2.1-376 of the Code of Virginia, 1950 as amended), the terms of which are incorporated herein by reference.

24. Equal Employment Opportunity:

System, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature with whom it may contract or make an agreement in connection with this agreement shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or any other legally-protected status. System will take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, or any other legally-protected status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rate of pay or other forms of compensation; and selection for training including apprenticeship.

25. Disadvantaged Business Enterprise:

The System, its agents, employee, assigns, or successors, and any persons, firm, or agency of whatever nature with whom it may contract or make agreement in connection with this agreement, will cooperate with the County in meeting its commitments and goals with regard to the maximum practicable opportunity for subcontract work under this Agreement. The parties to this agreement pledge to follow the Virginia Department of Rail and Public Transportation DBE Affirmative Action Program, which has been submitted to the Secretary of Transportation, and which program has not been disapproved by the Secretary.

26. Motor Vehicle Safety Standards:

System is responsible for ensuring that the motor vehicles will comply with the motor vehicle Safety Standards as established by the United States Department of Transportation and with the Motor Vehicle Standards of Code of Virginia (Title 46.1)

27. Non-Waiver:

The failure of the County at any time to insist upon a strict performance of any of the terms, condition, and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained.

IN WITNESS WHEREOF, the County and System have executed this agreement as of the date first above written.

SYSTEM - UHSTS, INC.

By: 

Title: EXECUTIVE DIRECTOR


Date: 1/15/2019

COUNTY OF ROANOKE, VIRGINIA

By: 

Title: Asst. Co. Administrator

Date: 1/4/19

 Approved as to Form

Roanoke County Attorney's Office

3. Sign In log

Sign-In Log

RFP# **2019-116**

TITLE: **Demand Response Transportation Program for Roanoke County**

July 24, 2019

3:00 – 5:00 PM

Vendor: Pre-Proposal Conference

(PLEASE PRINT)

Name Heath Honaker Title Purchasing Mgr.
Company Ro Co Phone 283.8146
Email hhonaker@roanokecountyva.gov

Name Meredith Thompson Title Budget Manager
Company Roanoke County Phone 776-7203
Email _____

Name Terrie Cochran Title Business Coordinator P&T
Company Roanoke County Phone 777-6339
Email t.cochran@roanokecountyva.gov

Name Mary Beth Nash Title Sr. Assistant County Attorney
Company Roanoke County Phone 772-2008
Email mbnash@roanokecountyva.gov

Name _____ Title _____
Company _____ Phone _____
Email _____

Name _____ Title _____
Company _____ Phone _____
Email _____

Sign-In Log

RFP# **2019-116**

TITLE: **Demand Response Transportation Program for Roanoke County**

July 24, 2019

3:00 – 5:00 PM

Vendor: Pre-Proposal Conference

(PLEASE PRINT)

Name Mark Dest Title Commercial Manager
Company Mobility Works Phone 804-200-2629
Email mark.dest@mobilityworks.com

Name NATHAN T. SANFORD Title EXECUTIVE DIRECTOR
Company RADAR Phone 540-519-9797
Email NATHAN@RADARTRANSIT.ORG

Name _____ Title _____
Company _____ Phone _____
Email _____

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