



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

August 9, 2022

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – RFP 2023-007

Description: Anonymous Fraud, Waste and Abuse Hotline and Internet Based Reporting Services

Issue Date: August 3, 2022

Proposal Due: August 24, 2022

The above Project is hereby changed as addressed below:

1. Responses to Questions Submitted: Please see below for a list of questions submitted by potential Offerors and the responses provided by the County as we are able.
 - a. Why has this bid been released at this time? [The current contract reached the end of its allowable term, requiring competitive solicitation per County policy.](#)
 - b. Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?
[See Section 3. C.5; No price form is provided in the RFP, however this section outlines the requirements for cost proposals.](#)
 - c. Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.
[Very satisfied.](#)
 - d. Has the current contract gone full term? [Yes](#)
 - e. Have all options to extend the current contract been exercised? [Yes](#)
 - f. Who is the incumbent, and how long has the incumbent been providing the requested services? [Lighthouse Services, Inc.; 5 years.](#)
 - g. To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award? [Offeror's location or headquarters has no bearing on award, provided Offeror can adequately provide the required services.](#)
 - h. How are fees currently being billed by any incumbent(s), by category, and at what rates? [See Exhibit 1, Contract 2017-109.](#)
 - i. What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)? [See Exhibit 1, Contract 2017-109.](#)
 - j. Is previous experience with any specific customer information systems, phone systems, or software required? [No; RFP 2023-007 specifies the desired experience providing hotline and reporting services.](#)
 - k. What is the minimum required total call capacity? What is the minimum simultaneous inbound call capacity?

At least two live calls should be able to take place at once. However, we do not anticipate issues with this based on our historical call data.

- l. What is the maximum wait time?
We would prefer minimal to no hold time but do not have a defined requirement.
- m. What is the maximum hold time?
We would prefer minimal to no hold time but do not have a defined requirement.
- n. What percentage of inbound calls must be answered by a live operator?
100%
- o. What percentage of calls must be resolved without a transfer, second call, or a return call?
100%, unless another language is requested. In that case, a transfer may be appropriate.
- p. What is the maximum percentage of calls that can be terminated by the caller without resolution?
This should not occur. The operator simply reads a script questionnaire and the caller may or may not provide an answer to each question.
- q. Is there a minimum or maximum number of operators and supervisors?
No.
- r. What are the required language options?
English and Spanish are required. Additional options would be preferred.
- s. What is the required degree of dedication for the call center? What is the required degree of dedication for the operators?
No response/ unknown.
- t. Are callers required or allowed to connect with a message verification system or pre-recorded message before connecting to a live operator, or must a live operator be the initial contact?
A live operator must be the initial contact.
- u. What are the recording and storage requirements for non-phone communications?
The contractor should provide a case management system to which the County can have 24/7 access, that stores historical reporting information, both for phone and non-phone communications. Phone communications are documented and a script provided to the County. No recordings should take place or be provided to the County in order to preserve anonymity.
- v. What was your average monthly call volume over the past year?
Please see Section 2 of RFP 2023-007, and the below chart, for information offered regarding complaint volume.
- w. What is the current number of seats for operators and supervisors at your existing call center? N/A.
- x. What is the current average wait time for phone calls?
No wait time.
- y. What is the current average handle time for phone calls and other types of communications?
We do not have this information available.
- z. What is the current average after-call work time for operators?
Please see the below chart of calls over the past year.
- aa. Over the past year, what is the percentage of calls received in English versus non-English? Over the past year, what percentage of calls received were in Spanish?
Please see the below chart of calls over the past year.

bb. What time of day, days of the week, or times of the year do calls typically peak? [See below.](#)

	Online/Telephone Submission	Language	Time of Day
1.	Online	English	06:29 PM
2.	Online	English	06:26 PM
3.	Online	English	04:43 PM
4.	Online	English	05:25 PM
5.	Online	English	11:35 AM
6.	Online	English	04:01 PM
7.	Online	English	10:54 PM
8.	Online	English	04:26 AM
9.	Telephone	English	07:55 AM
10.	Online	English	09:26 AM
11.	Online	English	04:52 PM
12.	Online	English	08:03 PM

2. Contract 2017-109: Please see Exhibit 1 to this Addendum for a copy of the current contract 2017-109.

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.

Thank you,

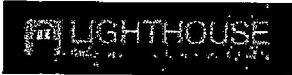
Kate Hoyt
Phone: (540) 283-8149
KHoyt@roanokecountyva.gov

Sign Name:

Print Name:

Name of Firm:

Date:



HOTLINE SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into by and between Lighthouse Services, Inc., a Pennsylvania corporation with a mailing address of 1710 Walton Rd., Suite 204, Blue Bell, PA 19422 (hereinafter referred to as "Lighthouse") and Roanoke County, Virginia, with a mailing address of 5204 Bernard Drive SW, Roanoke VA 24018 (hereinafter referred to as "County").

BACKGROUND

WHEREAS, Lighthouse is a vendor of anonymous reporting services; and

WHEREAS, County desires to purchase from Lighthouse anonymous reporting services for County and its Affiliates (the "Services");

NOW THEREFORE, in consideration of the mutual covenants, and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Fee.** The annual fee for the Services shall be \$1,200.00 for approximately 1,775 employees for the period beginning October 1, 2017 through November 31, 2018 (the "Initial Term"). In the event that the County exceeds 10 reports in an annual contract period, a fee of \$46.50 per additional report will be charged.
2. **Term.** The initial term of this Agreement shall be one year. This Agreement may be renewed annually for up to four additional one-year periods, for a total term length of five years, upon agreement of both parties. If renewed, the above annual fee shall apply to each annual renewal term.
3. **Lighthouse Operations.** The Services shall include, without limitation, the following:
 - i. Lighthouse shall provide the Services to County on a twenty four hour per day, seven days a week, 365 days per year basis.
 - ii. Lighthouse shall provide County the opportunity to test the implemented services to the County's satisfaction, for a period of up to one month following full implementation, prior to payment of full services.
 - iii. Lighthouse shall provide County with an online Case Management System, a toll-free number, website, facsimile number and e-mail address that can be utilized by all United States, Canadian, and Mexican based employees or third parties. The toll-free number shall be retained by Roanoke County in the event of termination of this Agreement.
 - iv. All contact reports will be assigned a unique File ID and shall be retained by Lighthouse so long as County remains a client of Lighthouse.
 - v. Lighthouse will provide County a copy in English of the information relayed by the reporter and will make its best effort not to jeopardize the anonymity of the reporter if he or she elected to remain anonymous. County is charged a \$75.00 fee for reports in languages other than English or Spanish.
 - vi. Lighthouse will maintain network security as reasonably necessary to protect the anonymity of the reporter.
 - vii. Lighthouse will provide reporters with an option of follow-up communications.
 - viii. Lighthouse will maintain adequate capacity on its network during the term of this Agreement to meet County's usage requirements.
 - ix. In Addendum A attached, County will list all recipients designated to receive the



contact reports, which may be revised from time to time by County.

4. Limitation of Liability. Neither party to the Agreement assumes liability except as expressly provided in this Agreement and in no event will either party be liable for special, indirect, incidental or consequential damages, arising in contract or in tort, under any warranty or otherwise.
5. Renewal and Termination. After the Initial Term, this Agreement shall renew automatically for consecutive one year terms unless written notice of cancellation is received by either party at least 30 days before the expiration date. If this Agreement is terminated for any reason then County shall be given 30 days from the date of such termination to download its data from Lighthouse's Case Management System after such time the data will be destroyed.
6. Use of Service. After the expiration of this Agreement, County agrees to make commercially reasonable efforts to inform its employees to cease submitting reports to Lighthouse. Services are based on normal commercial use and are subject to Lighthouse's Reasonable Use Policy available at http://www.lighthouse-services.com/documents/reasonable_use_policy.pdf.
7. Governing Law, Exclusive Jurisdiction. The parties agree that this Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia or Federal law, as appropriate. The parties hereby consent to the personal and subject matter jurisdiction of the state and federal courts of the Commonwealth of Virginia, Circuit Court of Roanoke County or the U.S. District Court for the Western District of Virginia, Roanoke Division, for all disputes arising from or related to this Agreement. The parties hereby consent to service of original process by internationally recognized overnight courier service.
8. Modification. This Agreement is subject to modification only by a writing signed by both parties.
8. Force Majeure. Neither party will have the right to claim damages or to terminate this Agreement as a result of the other party's failure or delay in performance (other than payment of money) due to circumstances beyond its reasonable control, including but not limited to labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, components, raw materials or supplies, war, riot, insurrection, epidemic, acts of God, or governmental action not the fault of the nonperforming party.
9. Notices. All notices required or permitted under this Agreement must be in writing. They will be deemed given when (a) delivered personally; (b) sent by confirmed facsimile or electronic mail (email) transmission; (c) delivered by commercial overnight courier with written verification of receipt; or (d) delivered by registered or certified mail, return receipt requested, postage prepaid with verification of delivery. All notices must be sent to the receiving party's initial address on the first page of this Agreement or to such other address that the receiving party may have provided for purpose of notice as provided in this subsection.
10. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
11. Confidentiality. Lighthouse agrees that it is prohibited from disclosing or using any information obtained in connection with its performance under this Agreement (including without limitation any "nonpublic personal information" as defined in Section 573.3 of Title 12 of the Code of Federal Regulations) for any purpose other than to carry out the purposes of providing hotline reporting services to County. Lighthouse further agrees to comply with any and all applicable Federal, State, and local laws and regulations concerning privacy of information. In the event either party is required by applicable law, rule, regulation, or court order to disclose any of the other party's confidential information, the disclosing party will promptly notify the other party in writing so that the party can seek a protective order or other appropriate remedy prior to making any such disclosure.

12. Indemnification. Without waiving sovereign immunity or any other legal or equitable defenses, each party shall be responsible for its own actions and omissions.
13. Disclaimers. Neither Lighthouse, its employees, agents, successor, and/or assigns make any warranties, express or implied, or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information received by Lighthouse through provision of the Services and forwarded to County.
14. Ownership of Reports. Notwithstanding the termination or expiration of this Agreement, other than personal identifying information, the County shall be the owner of all rights, title, and interests in all reports prepared by Lighthouse pursuant to this Agreement. Other than personal identifying information, Lighthouse shall have no rights in any such reports. Other than rights conferred to Lighthouse in this Agreement, all trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights of City shall remain the sole and exclusive property of County or its licensors, whether or not specifically recognized or perfected under applicable law.
15. Relationship of Parties. The parties to this Agreement are independent parties. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf. Neither party shall have, and shall not represent that it has, any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name, except as herein expressly permitted.
16. Counterparts. This Agreement may be executed via electronic mail (email) and in one or more counterparts, each of which will be deemed to be original, but all of which together will constitute one and the same instrument.
17. Entire Agreement. This Agreement consists of the Hotline Services Agreement, Addenda A and B, and the proposal submitted by Lighthouse Services, Inc. in response to Roanoke County Request for Proposals 2017-109, collectively; and constitutes the entire agreement between the parties with respect to the subject matter hereof and therefore supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter contained in this Agreement.

IN WITNESS WHEREOF, Lighthouse and County have executed this instrument as of the date set forth above.

Lighthouse Services, Inc.

 Andy Bronstein
 Principal
 Lighthouse Services, Inc.

9/21/2017

 Date

County

 Signature
 Kathryn Hayt

 Name
 Buyer

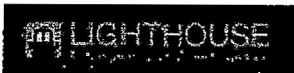
 Title
 9/21/2017

 Date

*****VERY IMPORTANT***** Lighthouse requires the names ("Affiliates") that County might be identified as by users of the Service and must update Lighthouse of any changes to this list. Below please list all Affiliates applicable to County (e.g., subsidiaries, DBA names (Doing Business As), etc.):
For many DBAs, please mark SEE ATTACHED and email the list to us in Word or Excel.

 Approved as to Form

 Roanoke County Attorney's Office



Addendum A - Recipients for Report Distribution

Identify below recipients who will receive, via email, incident transcripts for report types for which they are identified as a recipient. It is a best practice to have more than one designated recipient per report although not a requirement.

The Case Management System (CMS) is a database of your hotline activity. **You are required to have a minimum of one CMS Administrator.** There is no limit to the number of CMS users you can have.

- **CMS Administrator** - A CMS Administrator has unimpeded access to your entire online database of reports and is responsible for updating information in the database. They also assign reports to CMS Investigators and add new users.
- **CMS Investigator** - Investigators have limited access to the CMS and can investigate, track progress, dialog, and add files to reports they have been assigned to by the Administrator.
- **CMS Additional Users** - For additional CMS users complete and return the workbook located [here](#).

Fraud Report Recipients

		CMS User Type	
		Administrator	Investigator
Name: Tanya Catron	Title: Internal Auditor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E-mail: tcatron@roanokecountyva.gov	Tel: 540-772-2187		
Name: Anne Marie Green	Title: Director, Human Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E-mail: agreen@roanokecountyva.gov	Tel: 540-283-8109		
Name:	Title:	<input type="checkbox"/>	<input type="checkbox"/>
E-mail:	Tel:		

Compliance and Ethics Report Recipients ☐ Check if same as above

Name:	Title:	<input type="checkbox"/>	<input type="checkbox"/>
E-mail:	Tel:		
Name:	Title:	<input type="checkbox"/>	<input type="checkbox"/>
E-mail:	Tel:		
Name:	Title:	<input type="checkbox"/>	<input type="checkbox"/>
E-mail:	Tel:		

Human Resources Report Recipients ☐ Check if same as above

Name:	Title:	<input type="checkbox"/>	<input type="checkbox"/>
E-mail:	Tel:		
Name:	Title:	<input type="checkbox"/>	<input type="checkbox"/>
E-mail:	Tel:		
Name:	Title:	<input type="checkbox"/>	<input type="checkbox"/>
E-mail:	Tel:		

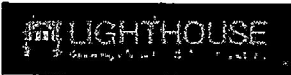
Coverage in Canada

☐ Check if reports will be received from Quebec.

Alternate Routing Instructions (uncommon)

If a recipient for reports above is named as an offender in a report you may provide alternate routing instructions here: _____

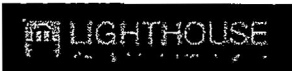
☐ Check if alternate routed reports should be withheld from being uploaded to the CMS. As a result they will not be visible to CMS administrators.



Addendum B

1. The following clauses will be deemed to be a part of the Agreement:

- a. **COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.**
Lighthouse agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations.
- b. **SEVERABILITY.** If any provision of this Agreement, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be affected and all other terms and conditions of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
- c. **NONDISCRIMINATION.**
 - i. During the performance of the Agreement, Lighthouse agrees as follows:
 - 1. Lighthouse will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Lighthouse. Lighthouse agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. Lighthouse in all solicitations or advertisements for employees placed by or on behalf of Lighthouse will state that Lighthouse is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - ii. Lighthouse will include the provisions of the foregoing Section A. (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding up on each subcontractor or vendor.
- d. **DRUG-FREE WORKPLACE.**
 - i. During the performance of the Agreement, Lighthouse agrees to (i) provide a drug-free workplace for Lighthouse's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Lighthouse that Lighthouse maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
 - ii. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with the specific contract awarded to a contractor the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- e. **FAITH BASED ORGANIZATIONS.** Pursuant to Virginia Code Section 2.2-4343.1, be advised that the County does not discriminate against faith-based organizations.



- f. **ETHICS IN PUBLIC CONTRACTING.** The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the VA Code, Pertaining to bidders, offerors, contractors, and subcontractors are applicable to the Agreement.
- g. **COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.** Lighthouse shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Lighthouse shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Agreement. The City may void the Agreement if Lighthouse fails to remain in compliance with the provisions of this section.
- h. **REPORT DISTRIBUTION.** Emailed reports distributed per addendum A shall not contain case details. Emailed notification per Addendum A shall contain only the relevant case number.
- i. **SCRIPT MODIFICATION.** The script modification fee of \$300.00 will be charged annually, at the beginning of each term. The County shall be granted an unlimited number of modification requests in any given year. This fee is not subject to annual increases for the term of this Agreement.
- j. **REASONABLE USE POLICY.** This Agreement is not subject to Lighthouse's Reasonable Use Policy during its term.
- k. **INCIDENT TYPE MODIFICATION.** Incident types available within the drop-down menu of the web based form can be modified by the County during the implementation phase at no cost.

2. The Agreement, as modified by this Addendum B, constitutes the entire agreement between the parties and may not be modified or amended except by further written agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Addendum B by their authorized representatives.

Lighthouse Services, Inc.

Andy Bronstein
Principal

Lighthouse Services, Inc.

Date

9/21/17

Roanoke County

Signature

Name

Title

Date

K. Hoyt

Kathryn Hoyt

Buyer

9/21/2017



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

CONTRACTUAL AGREEMENT #2017-109 Hotline Services

AMENDMENT # 1

Date: February 5, 2020

This Amendment amends the above Contract as follows:

1. Add one additional telephone line to be used for a Threat Assessment Hotline, at an annual cost of \$1,800.00. This script will be provided in English and Spanish languages.
2. Customize a script for Threat Assessment Hotline calls, for a one-time cost of \$200.00.
3. Allow outside calls to the existing telephone line for fraud, waste, and abuse reporting.

Lighthouse Services, LLC

Authorized Signature/Date

2/5/2020

Type or Printed name and Title

County of Roanoke

Kate Hoyt Buyer 2.6.20
Authorized Signature/Date

Kate Hoyt, Buyer



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

CONTRACTUAL AGREEMENT #2017-109 Hotline Services


AMENDMENT # 2

Date: October 8, 2021

This Amendment amends the scope of the above Contract as follows:

1. Add one additional telephone line and web-page to be used for an anonymous employee COVID reporting hotline, at an annual cost of \$550.00.
This script will be provided in English and Spanish languages, using the standard script format. This line will be available for internal calls only.

Lighthouse Services, LLC



Authorized Signature/Date

Casey Ohst, VP Operations

Type or Printed name and Title

County of Roanoke

 10/8/2021

Authorized Signature/Date

Neil Huss, Buyer