



RAPPAHANNOCK-RAPIDAN REGIONAL COMMISSION  
REQUEST FOR PROPOSALS | RFP # RRRC-2017-001

**Project**

Foothills Express Transit Service

**Summary**

The Rappahannock-Rapidan Regional Commission (RRRC), in its role as fiscal agent for the Foothills Area Mobility System (FAMS), is seeking services of a transit provider to operate a hybrid fixed-route transportation service between Culpeper, Madison, and Charlottesville, Virginia. The service is funded by RRRC through grants from FTA Section 5310 (New Freedom), Virginia State Paratransit funds, and local match provided by Culpeper County and Madison County. The service will operate three days per week, with three round trips provided on each day of service.

**Date Issued**

August 9, 2017

**Grant Period**

Initial contract will begin no later than January 1, 2018 and run through March 31, 2019. Contract may be extended by agreement of both parties for up to five (5) additional one-year terms, dependent upon availability of grant funding.

**Due Date**

Proposals must be received at the address below no later than 4:00 p.m. on September 8, 2017.

**Proposal Submission**

Four (4) printed copies, and one copy in electronic (.pdf) format, of the completed Proposal Submission Form and Implementation Plan must be received at the address below. Electronic version may be submitted on CD/Drive or via email to [planinfo@rrregion.org](mailto:planinfo@rrregion.org) with reference to RFP # listed above.

**Submit Proposal To:**

Rappahannock-Rapidan Regional Commission  
Attn: RFP # RRRC-2017-001  
420 Southridge Parkway, Suite 106  
Culpeper, VA 22701

Questions related to this RFP should be submitted by email by 3:00 p.m. on August 21, 2017 to Jenny Biché ([jkbiche@rrregion.org](mailto:jkbiche@rrregion.org)). Addendum with questions and answers will be posted to the RRRC website by 5:00 p.m. on August 25, 2017.

## I. PURPOSE

The purpose of this Request for Proposals (RFP) and the resulting contract is to increase transportation options for residents of the Rappahannock-Rapidan Region whose mobility is limited by physical, intellectual or developmental disability. RRRC is seeking, through competitive process, a qualified organization (hereafter referred to as 'Service Provider') to operate a hybrid fixed-route/demand response transit service (hereafter referred to as 'service') between Culpeper, Madison, and Charlottesville, Virginia. Stops in Culpeper and Madison are at fixed locations. Stops in Charlottesville are dependent on user needs. Based on ridership demand and project experience, the route and hours of operation may be adjusted to achieve optimal service upon agreement between RRRC and the Service Provider.

## II. BACKGROUND

The Rappahannock-Rapidan Region is located in Virginia's Northern Piedmont Region, in the foothills of the Blue Ridge Mountains. The five counties that make up the region - Culpeper, Fauquier, Madison, Orange and Rappahannock – cover 1,965 square miles and are home to greater than 170,000 persons. One of the issues facing the region is the significant increase in the elderly population. By the year 2020, it is estimated that 27% of residents in the region will be age 60 or over and the total number of adults will be double what it was in 2000.

Transportation has long been identified as one of the greatest unmet needs in this region for older adults and individuals with disabilities. Like many other rural regions, the Rappahannock-Rapidan region has limited transit and few providers of special needs transportation. Services that do exist are often volunteer-based programs that limit service to small target groups and are often fragmented and difficult to access. In addition to the service referenced in this RFP, existing transit service within the region is limited to fixed-route services in the Towns of Culpeper, Gordonsville, Orange, and Warrenton, a fixed-route connector service between Orange and Culpeper, and demand-response services in Culpeper and Fauquier counties.

In PD9, development of a regional Consolidated Human Services Mobility (CHSM) plan was created through the collaboration of the DRPT, RRRC, Aging Together, RRCSB, VRT and the local Disability Services Boards to identify and prioritize potential solutions and identify resources to start implementing those solutions. This partnership was formalized and given the name Foothills Area Mobility System (FAMS).

With funds from the Virginia Department of Rail and Public Transportation under FTA Section 5310 (New Freedom), RRRC will award a contract to a qualified organization to operate transit service to the Charlottesville area for residents of the Rappahannock- Rapidan Region.

### III. SCOPE OF SERVICES

All proposals must meet or exceed the requirements below.

- A. Provide three round-trips three days per week, not to include weekends, between Culpeper, Madison, and Charlottesville based on the schedule shown in Attachment A. There will be multiple stops in Charlottesville.
- B. Rider eligibility will be determined by RRRC. Service will be restricted to eligible riders and their escorts. Service Provider will not charge any fare or fee to riders without RRRC approval. Policy on rider eligibility may be revised during the term of the agreement upon approval by RRRC and the Service Provider.
- C. The vehicle, at a minimum, will be an American with Disabilities Act (ADA) compliant 15-passenger body-on-chassis, or comparable vehicle, with 12 ambulatory and two wheel chair stations.
- D. The Service Provider will procure, maintain and provide proof of insurance coverage for injuries to persons and property damage as may arise from operation of the service and actions of Service Provider, its agents, subcontractors or employees. Insurance coverage will meet state-mandated requirements for the service provided.
- E. The vehicle will be equipped to meet all applicable federal, state and local safety standards, emission requirements, and ADA requirements.
- F. The vehicle will be maintained in good working condition, meeting all federal, state and local requirements. Overall appearance, interior and exterior, must be clean, in good repair, and free of unpleasant odors.
- G. A back-up vehicle and driver meeting the requirements of the primary vehicle set forth herein will be provided when the primary vehicle and/or driver are not available. In the event of a breakdown during the performance of the route, a backup vehicle and/or driver will be provided not later than one hour after scheduled time to allow for the completion of the route. To maintain reliability of the service, the vehicle must show up at each stop on each scheduled day regardless of the length of the delay.
- H. All drivers of the vehicle will have specialized driver training, including customer relation training, PASS or equivalent training.
- I. All drivers will be qualified according to Service Provider procedures, to include criminal background checks and possession of the appropriate commercial driver's license. All drivers will identify themselves with Service Provider-issued identification badges or uniforms.
- J. All customer service complaints, accidents or driver citations received by the Service Provider will be reported to RRRC within 24 hours of the incident.

- K. The Service Provider will be responsible for obtaining any licenses, permits or authorizations from the Department of Motor Vehicles or any other federal, state or local authority necessary to operate the described service.
- L. The Service Provider will be responsible for paying all toll charges, licenses, fees, taxes, violation fines, fuel, and other operating costs incurred by Service Provider as a part of this program.
- M. The Service Provider will be fully responsible for all maintenance and service of the primary and all backup vehicles and equipment.
- N. All vehicles will be equipped with two-way radios, cellular phones, or like equipment that will enable communication with the administrative and maintenance facility.
- O. The Service Provider will provide periodic reports to RRRC showing daily ridership, on/off data and on-time performance for each stop. The Service Provider will also provide periodic reports to RRRC showing numbers of requests for service, number of unmet requests for service, and any exceptional events and expenses. All reports will be in a format and on a schedule determined by RRRC and Service Provider. See Attachment B for sample format.
- P. The Service Provider will make available on the exterior of the vehicle space for advertising, acceptable to RRRC, promoting the service, with applicable contact information for the Service and FAMS One-Call Center.
- Q. Service provider will take reservation requests and handle customer inquiry related to the Service.
- R. RRRC reserves the right to require the Service Provider to remove, with or without cause, any Service Provider employee assigned to the Foothills Express Transit service.

#### IV. SUBMISSION AND EVALUATION OF PROPOSALS

##### A. Proposal Submission

Four (4) printed copies (1 original, signed; 3 copies) and one (1) electronic .pdf copy of the Service Provider's proposal must be received by RRRC by the deadline referenced on the cover page. Proposals should be clear and concise, and not exceed 25 pages, excluding attachments and/or appendices.

Proposals should include a cover page including, at minimum:

- Referenced RFP number
- Service Provider's Name, Address, Telephone Number, and Website (if applicable)
- Name and Email Address for Service Provider's Designated Contact Person

Proposals shall also address all items identified in Section IV-B. Failure to address all items in Section IV-B may result in disqualification of the proposal.

## B. Proposal Contents

Proposals shall address the following items, at minimum:

### 1. Experience

Summarize your organizational experience relevant to providing the service described in Section III. Include the number of years in operation, size of fleet, current service and routes, etc.

### 2. Key Personnel

List name(s) and titles of key personnel in your organization and describe each person's relevant experience.

### 3. Safety

List any accidents, incidents or citations received during the past three years that relate to safety, driving records or vehicle maintenance within your organization or on the part of any driver. Also, please attach copies of your procedures or standards that relate to safety.

### 4. Service Cost

Provide the hourly charge for operation of this service. This is the amount that RRRC will pay Service Provider per hour to operate the service on agreed upon days and schedule. Hours of service are defined as the time from first scheduled pickup in Culpeper to last scheduled drop-off in Culpeper, and should not include driver 'deadhead' time for travel to/from Culpeper prior to first pickup and/or last drop-off. The proposed service schedule can be found in Attachment A.

Please also provide any expenses, in addition to the hourly rate, that you expect to be paid by RRRC under this contract, please list below, with explanations and dollar amounts

### 5. Implementation Plan

In an attached document, provide a complete and realistic implementation plan for initiating and operating this service. At minimum, the plan should address the following:

- Date when service can begin, allowing realistic time for establishing and testing routes, securing licenses and permits, etc.
- Procurement of licenses, authorities and/or permits (identify which are already in place and which must be acquired)
- Advertising methods expected to be used to inform the public of the service
- Method of communication with riders; e.g., notification in case of

emergency

- Method of accepting reservations from riders
- Identification of primary and backup vehicles (model, features, mileage and age)
- Identification of any contingencies that need to be resolved before the service can be put into operation
- Method of reporting, including example monthly report showing # of riders by trip, origin/destination of riders, \_\_\_\_\_

6. Financial Statements

Provide copies of three most recent financial audits. Additional financial statements may be requested.

7. Driver Hiring Standards

Please attach your organization's written standards for driver hiring. This should include policies on criminal background and DMV checks, drug testing, and experience requirements.

8. Driver Training Standards

Please attach your organization's written standards for driver training. This should include policies on employee training, including vehicle operations, classroom, continuing education, and ADA training, at minimum.

9. Fleet Maintenance Standards

General plan for maintaining vehicles to be used in support of the services provided under the contract.

10. Certification of Insurance Coverage

Please attach a copy of your current certificate of liability insurance. Please indicate if you will increase insurance coverage for the proposed service.

11. References

Please include contact information (contact name, telephone, email address) for three (3) current or former clients who can speak to your organization's experience and ability to successfully operate the service described

12. Signed copy of Attachment E: Federal Transit Administration Certifications and Required Clauses

C. Proposal Evaluation

Proposals will be evaluated by a review committee based on the following criteria. The contract will be awarded on the basis of best value.

1. Experience and Safety Record, as demonstrated by application, documentation and references	25 points
2. Hourly operating rate and total cost of service	15 points
3. Understanding of project and ability to meet requirements specified in Section III, as demonstrated by completeness and feasibility of implementation plan and financial statement	35 points
4. Driver hiring and training standards	15 points
5. Fleet maintenance procedures and insurance coverage	10 points

RRRC reserves the right to conduct interviews with organizations submitting qualified proposals prior to contract award.

V. TERMINATION OF CONTRACT

RRRC may terminate the contract at any time for cause, including Service Provider’s default or failure to comply with terms of the Scope of Service.

The contract may also be terminated upon mutual agreement of RRRC and Service Provider.

VI. GENERAL CONTRACT TERMS

This project is funded by the Virginia Department of Rail and Public Transportation under FTA Section 5310 (New Freedom), Virginia State Paratransit funds, and local general funds provided by Culpeper County and Madison County. The project is governed by terms and conditions set forth in the *Master Agreement for the Use of Commonwealth Transportation Funds* and the *Agreement for Federal Transit Administration Section 5310 Funds* and any amendments thereof. The successful applicant must also be compliant with the current and future terms and

conditions, which include, among others, requirements for non-discrimination and drug-free workplace assurances, audit and record retention and Small, Women-owned and Minority (SWAM) reporting.

A copy of the terms and conditions from these Agreements are attached (Attachments C and D) for informational purposes. The awarded contract will include similar provisions.

## VII. OTHER TERMS & CONDITIONS

- A. All proposals must be submitted in accordance with this RFP. All information received shall become part of the proposal.
- B. The Offeror certifies that it knows of nothing that could raise the issue of conflict of interest with regard to this RFP.
- C. This project is funded by Virginia Department of Rail and Public Transportation under FTA Section 5310 (New Freedom), Virginia State Paratransit funds, and local general funds provided by Culpeper County and Madison County. Any resulting contractual agreement is dependent on the referenced grant funding and may be terminated in the event that grant funding from the Department of Rail and Public Transportation is terminated or significantly reduced.
- D. The award of a contract shall be at the sole discretion of RRRC. The award shall be based upon the evaluation of all information made available to the Commission. RRRC reserves the right to enter into any contract deemed to be in its best interest. RRRC shall not be obligated to furnish a statement of the reason why a proposal was not deemed to be the most advantageous.
- E. An officer of the proposing Offeror must sign the proposal and all issued addenda. Such signature shall bind the Offeror to all obligations under this RFP.
- F. The Offeror agrees that their proposal shall be good and may not be withdrawn for a period of ninety (90) days.
- G. RRRC shall not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal or participating in the interview and negotiation processes.
- H. All proposals shall become the property of the RRRC. In accordance with the Virginia Public Procurement Act, they will not be open for public inspection prior to final selection.
- I. RRRC reserves the right to cancel this RFP, to accept or reject any or all proposals in whole or in part and to waive any informality in the RFP.
- J. This RFP, any subsequent contract and the work performed there under shall be governed in all respects by the laws of the Commonwealth of Virginia. The Offeror shall comply with

applicable federal, state, and local laws and regulations.

K. The Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the RRRC.

L. The Offeror shall indemnify and save harmless the RRRC, its supervisors, officers, agents, and employees from and against any and all liability, claims, losses, suits, legal proceedings, and costs occurring from any cause whatsoever in any work required by this RFP.

M. By submitting its proposals, the offeror certifies that their proposals are made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with its proposal, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

N. The Offeror shall agree to the nondiscrimination provisions set out in § 2.2-4311, Code of Virginia.

O. The Offeror shall agree to the drug-free workplace provisions set out in § 2.2-4312, Code of Virginia.

P. The Offeror shall agree to comply with all federal immigration laws. Offeror shall not knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

Q. In accordance with § 2.2-4311.2, Code of Virginia, Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include the identification number issued to it by the State Corporation Commission. Any Offeror not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include a statement describing why they are not required to be so authorized.

R. This agreement may be terminated by either party for material breach by the other party where the breach has not been cured within 90 days after written notice of said breach. The agreement may also be terminated by mutual written agreement of the parties. In the case of termination, RRRC shall reimburse the offeror for reasonable expenses actually incurred to the extent such expenses are approved for reimbursement by the Department of Rail and Public Transportation.

## **ATTACHMENTS**

**Attachment A:** Foothills Express Service Schedule

**Attachment B:** Sample Monthly Report Format

**Attachment C:** Master Agreement for the Use of Commonwealth Transportation Funds

**Attachment D:** Agreement for the Use of Federal Transit Administration Section 5310 Funds  
Fiscal Year 2017

**Attachment E:** Federal Transit Administration Certifications and Required Clauses