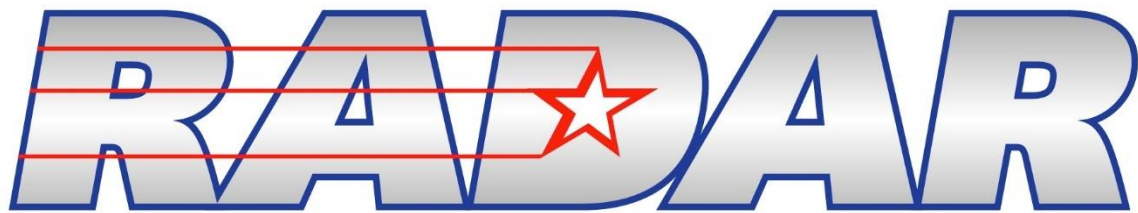


Request for Proposal

RFP # 2024-01

For: Transit Scheduling Software



RADAR

P.O. Box 13825

Roanoke, VA 24037

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Section 1: General Information

1.1. Background

Unified Human Services Transportations Systems, Inc. (doing business as RADAR) is a private nonprofit transportation provider dedicated to serving the elderly and persons with disabilities. However, as an operator of rural public transportation service throughout the Greater Roanoke Valley, RADAR caters to people of all ages and abilities.

RADAR began operations in 1974 as a project of Roanoke area human services agencies. RADAR has since expanded to a fleet of over 80 active vehicles, including school buses, cutaway shuttle vans, raised roof vans, and minivans, and now operates in 12 localities, providing more than 140,000 rides annually. The agency has also recently expanded its service models and currently provides paratransit, demand response, on-demand (microtransit), deviated fixed-route, and contract services. Paratransit service encompasses the majority of RADAR’s ridership, with the other service modes serving localized areas.

RADAR’s microtransit service is the most recent addition to its service model. Through a contract with Valley Metro (Roanoke’s mass transit service provider), RADAR offers customers a shared ride service that picks and drops them off at their desired locations within a set service zone. Customers are able to book rides by calling a day ahead of time. Eventually moving this service to an on-demand model creates a need for Intelligent Transportation Systems (ITS). RADAR currently uses RouteMatch’s scheduling and dispatching software. RADAR is interested in deploying integrated solutions to streamline operations and allow its staff to schedule and dispatch transit vehicles for all its transit services.

RADAR is soliciting proposals for scheduling software for its key service types: paratransit, demand response, and on-demand service. Additionally, proposals should describe how their scheduling software solution could accommodate RADAR’s deviated fixed-route services.

1.2. Proposal Timeline

Task	Date
Request for proposals issued by RADAR	7/23/2024
Vendors’ video conference call hosted by RADAR	8/2/2024
Deadlines for receipt of written questions and request for addenda	8/16/2024
RADAR responses and addenda issues	8/23/2024
Proposals due	8/30/2024
Demonstration from selected vendors	9/20/2024
Contract awarded (anticipated)	10/4/2024

RADAR reserves the right to alter the dates shown above by written notice.

Potential vendors are invited to an informational pre-proposal webinar/teleconference on the date and time specified in the proposal timeline. This will be a virtual meeting. Interested parties desiring to participate in the virtual pre-proposal meeting must contact RADAR at nathan@radartransit.org by Thursday, August 1st at 4:30 PM ET to request call-in information.

Questions and answers from the pre-proposal meeting/teleconference as well as others received during the open question and answer time will be provided on RADAR's website (www.radartransit.org). It is the responsibility of the vendor to visit RADAR's website to obtain the question and answer information as well as any other updates posted to the request for proposal (RFP) including clarifications and addenda.

Conference call registration and questions pertaining to this RFP, the Specifications, or the Submittal Requirements should be directed to:

Nathan T. Sanford
nathan@radartransit.org

Section 2: Scope of Work

2.1. Goals

RADAR is soliciting proposals from experienced scheduling software vendors who can use real-time scheduling algorithms and logic-based responses, and continuous monitoring and data analysis, to manage real-time and in-advance bookings and dynamic routing to create optimal schedules for our transit fleet.

RADAR is seeking a scheduling software vendor who has demonstrated technology deployment on existing paratransit, demand response, and/or deviated fixed-route service. The goal of deploying scheduling software is to streamline transit operations and allow its staff to schedule and dispatch transit vehicles for all its transit services across the Greater Roanoke Valley.

RADAR has identified the following needs and goals for the scheduling software that the technology vendors should strive to meet.

1. **Scalable:** The system shall allow RADAR to implement modules for all transit service types (prioritizing paratransit, demand response, and on-demand) and shall have the ability to modify modules as needs and maturity evolve and as technologies and/or funds become available.
2. **Flexible:** The system shall be flexible to accommodate RADAR's implementation timeframe, duration, and technology and process maturity.
3. **Easy to use:** The system shall provide ease of use for both providers and users, including system administrators, operating staff, drivers, and riders. Ease of use includes accessibility for those with potential barriers to use, including low-income, unbanked, technology-less, and/or disabled end users.
4. **Interoperable:** The system shall be designed with an open-architecture approach to ensure it is scalable and allows for interoperability with existing RADAR systems and other technologies, hardware, and software that RADAR uses or may obtain at a future date.
5. **Secure:** The system shall be designed to protect data, systems, and users from unauthorized access, malicious attacks, and potential vulnerabilities. The software shall provide data confidentiality, secure communication, access control and secure configuration and development practices. Also, the software shall provide continuous monitoring and incident response of system activities for any suspicious incidents that could lead to potential threats or breaches.
6. **Safe:** The software shall be designed to prevent or minimize harm to users, systems, and the data environment. The software shall contain user safety features that promote safe operation and minimize safety hazards. Relevant certifications or approvals from regulatory bodies or industry authorities to validate the safety and reliability of the software for intended use is desired.
7. **Reliable and Available:** The software shall deliver consistent performance and ensure uninterrupted access to services and functions. The vendor shall demonstrate fault tolerance of the product to withstand and recover from hardware failures, software errors, or environmental disruptions without causing service interruptions or data loss. The software shall incorporate strategies to improve reliability, accuracy and more dependable position tracking and navigation. The potential vendor shall demonstrate the ability to provide enhanced sensor calibration dynamic

motion models sensor fusion techniques, error compensation strategies, integration with external positioning systems and continuous validation and testing of dead reckoning algorithms under various operating conditions to evaluate performance and identify areas for improvement.

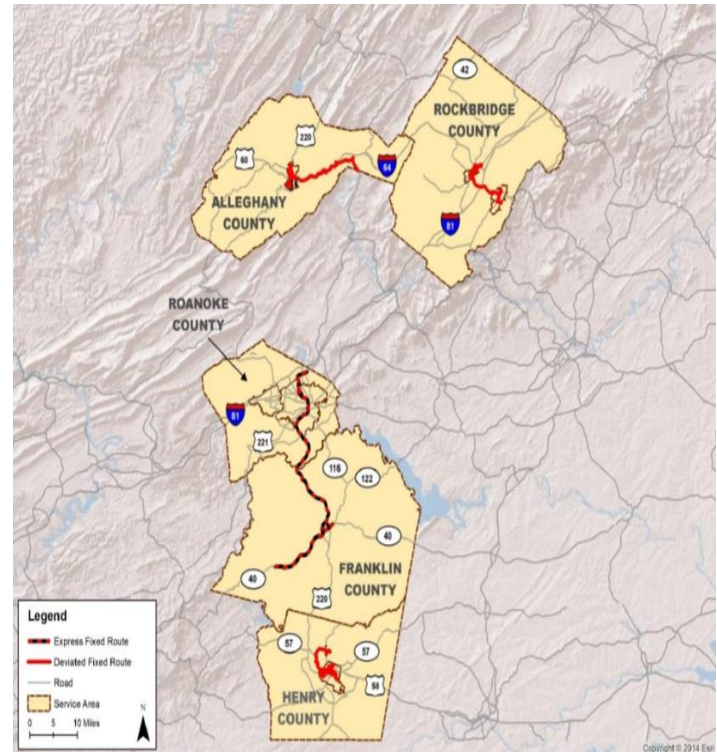
2.2. Project Details

2.2.1. Service Area

This scope covers the entirety of RADAR’s service area across 12 localities: Roanoke City, Salem City, Town of Vinton, Alleghany County, Covington City, Rockbridge County, Lexington City, Buena Vista City, Franklin County, Town of Rocky Mount, Henry County, and Martinsville City. RADAR’s paratransit service operates within Roanoke City, Salem City, and the Town of Vinton, while deviated fixed-routes operate in the following localized areas¹:

<u>Name</u>	<u>Localities</u>
Mountain Express	Covington, Clifton Forge, Alleghany County
Ferrum Express	Rocky Mount, Franklin County
PART	Martinsville, Henry County
Maury Express	Lexington, Buena Vista, Rockbridge County

RADAR Service Area



2.2.2. Project Duration

Project includes 1-year of initial service. Options to renew for two (2) further 1-year extensions based on success of the initial year of service and available funding resources will be available. Target start date for service launch is December 1, 2024.

2.2.3. Partnership Structure

RADAR will provide vehicles, in-vehicle Android tablets, and vehicle operators. The selected vendor will provide the scheduling software, customer facing smartphone application (iOS and Android), driver facing application, and dispatch portal/application. The vendor will also provide RADAR staff with training and customer support on the operation of the scheduling software. The vendor may also be expected to engage in sharing information and/or participate in occasional working group sessions with RADAR.

¹ More information about the transit services provided and the service areas can be found in RADAR’s current Transit Development Plan (available by request) or radartransit.org.

2.3. Scheduling Software Solution and Desired Features

2.3.1. *Service Types*

Describe how the scheduling software solution will accommodate RADAR's service types.

1. Paratransit Service

The scheduling software solution must have functionality for RADAR's paratransit service, which comprises most of the agency's ridership. RADAR provides paratransit service to Roanoke, Salem, and Vinton through a contract with the Greater Roanoke Transit Company (Valley Metro STAR). All STAR service is operated with vehicles that have wheelchair and lift capabilities (or ramps) and are equipped with Android tablets. Additional service characteristics are described below.

a. Valley Metro STAR

- i. *Service Description:* Curb-to-curb paratransit service
- ii. *Location:* Cities of Roanoke and Salem, Town of Vinton
- iii. *Service Hours:* Monday to Saturday from 5:45 AM to 8:45 PM
- iv. *Scheduling:* Riders are required to call RADAR by 5pm the day before a trip to schedule a ride. Reservations can be made from 8:00 AM to 5:00 PM, Monday to Friday.
- v. *Fare Structure:* \$3.50 base fare with tickets and passes also accepted.

2. On-Demand (Microtransit) Service

The scheduling software solution must have functionality for RADAR's on-demand service, MetroFlx, which is also contracted with Valley Metro. All on-demand service is operated with vehicles that have wheelchair and lift capabilities (or ramps) and are equipped with Android tablets. Additional service characteristics are described below.

a. Metro Flx

- i. *Service Description:* On-demand shared ride service
- ii. *Location:* Cities of Roanoke and Salem, Town of Vinton
- iii. *Service Hours:* Monday to Saturday from 8:45 PM to 12:15 AM; Sundays from 9:00 AM to 5:30 PM
- iv. *Scheduling:* Riders are currently required to call RADAR by 5pm the day before a trip to schedule a ride. Reservations can be made from 8:00 AM to 5:00 PM, Monday to Saturday. *The vendor should provide a response that allows RADAR to transition to an on-demand scheduling model.*
- v. *Fare Structure:* \$1.75 per trip (\$0.80 reduced fare) and passes also accepted.

3. Deviated Fixed-Route Service

The vendor should describe if and how their scheduling software solution has functionality for RADAR's deviated fixed-route service. RADAR currently operates four (4) deviated fixed-route services. All deviated fixed-route services are operated with cutaway vehicles that have wheelchair

and lift capabilities and are equipped with Android tablets. Additional service characteristics are described below:

- a. [The Mountain Express](#)
 - i. *Service Description:* Deviated fixed route buses follow a set schedule but can deviate up to $\frac{3}{4}$ a mile off route for riders with an advance reservation.
 - ii. *Location:* Covington, Clifton Forge, and Alleghany County
 - iii. *Service Hours:* Monday to Friday from 8:00 AM – 5:00 PM
 - iv. *Scheduling:* To request a deviation, riders must make a reservation in advance by calling RADAR.
 - v. *Fare Structure:* \$1.00 per boarding
- b. [The Ferrum Express](#)
 - i. *Service Description:* Deviated fixed route buses follow a set schedule but can deviate up to $\frac{3}{4}$ a mile off route for riders with an advance reservation.
 - ii. *Location:* Ferrum, Rocky Mount, Franklin County (Boone’s Mill and Roanoke on Saturday)
 - iii. *Service Hours:* Thursday and Friday from 5:00 PM –11:00 PM ; Saturday from 1:00 PM to 11:00 PM. Only operates when Ferrum College is in session.
 - iv. *Scheduling:* To request a deviation, riders must make a reservation in advance by calling RADAR.
 - v. *Fare Structure:* free
- c. [PART \(Piedmont Area Regional Transport\)](#)
 - i. *Service Description:* Deviated fixed route buses follow a set schedule but can deviate up to $\frac{3}{4}$ a mile off route for riders with an advance reservation.
 - ii. *Location:* Martinsville City and Henry County
 - iii. *Service Hours:* Monday to Friday from 7:30 AM – 5:30 PM
 - iv. *Scheduling:* To request a deviation, riders must make a reservation in advance by calling RADAR.
 - v. *Fare Structure:* free
- d. [Maury Express](#)
 - i. *Service Description:* Deviated fixed route buses follow a set schedule but can deviate up to $\frac{3}{4}$ a mile off route for riders with an advance reservation.
 - ii. *Location:* Cities of Lexington and Buena Vista; Rockbridge County
 - iii. *Service Hours:* Monday to Friday from 8:00 AM – 6:00 PM; Saturday 10:00 AM – 4:00 PM
 - iv. *Scheduling:* To request a deviation, riders must make a reservation in advance by calling RADAR.
 - v. *Fare Structure:* \$0.50 per boarding

4. Contract Services

- a. RADAR provides various contract services throughout its service area. The vendor is requested to indicate how they might be able to manage RADAR's contract services in their response.

2.3.2. *Software Specifications*

1. Customer Interface

- a. Scheduling: The software shall allow riders to schedule demand response and/or on-demand rides via smart phone application, web-based portal, or telephone (call taker).
 - i. Software shall allow riders to schedule rides in advance outside of business hours (while ride confirmation will only occur within business hours).
 - 1. Configured to accept a reservation even if the optimal wait times are not available. Instead, it should provide the next available time for pick-up and avoid reporting 'No ride available'.
 - 2. Allow on-demand service riders to schedule same day rides allowing for shorter wait times (10-15 minutes).
 - 3. Allow demand response riders to schedule trips up to seven (7) days in advance of the requested trip date for subscription trips and four (4) days in advance to the requested trip date for regular trips.
 - ii. Software shall allow cancellations prior to pick-up time. The software shall monitor same day cancellations for demand response service as these may result in a penalty fee for the rider.
 - iii. System shall provide functionality to prohibit riders from constraining demand response service scheduling resourcing (e.g., a rider cannot schedule multiple rides during the same date/time window).
 - iv. Software shall allow riders to have subscriptions (standing orders).
 - v. Software shall allow riders to book a return trip (for demand response service).
 - vi. Software shall provide name-entry ability for riders to include any Personal Care Attendants (PCAs) or other companions that will ride the service with the rider.
 - vii. Software shall confirm that the booking was successfully entered into the system.
 - viii. In case a call taker is scheduling the trip(s) for the rider, the software shall provide the call taker the ability to complete all functionalities detailed above.
- b. Real-Time Information:
 - i. Demand Response and/or On-Demand Service: The software shall provide real-time demand response and/or on-demand ride scheduling dispatched information to customers. This would include scheduled date/time, pick-up location, scheduled/anticipated pick-up time, actual pick-up time, origin and destination

locations, route distance, fare payment information (if applicable), drop-off location, drop-off date/time, and real-time updates for each ride.

1. Software shall provide such information via both customer facing app and web-based portal for riders without smartphones.
 2. Software shall provide real-time navigation from rider location (based on browser IP/mobile app geolocation) to pick-up location for rides.
 3. Software shall have the ability to provide riders with alerts/notifications in real-time, and these shall be accessible to non-English speakers (prioritizing Spanish speakers).
 4. Software shall provide alerts/notifications in real-time on waiting time and no shows tracking for riders, as these can result in penalties and fees.
 5. Software shall consider peak periods and available traffic information when reporting real-time route information, such as estimated time of arrival (ETA).
- ii. Deviated Fixed Route (*Optional*): Software shall provide riders real time information on the agency's deviated and/or fixed routes (predictions, schedules, notifications and rider alerts) via smart phone application and web-based portal.
1. Software shall allow live tracking, including recently updated drop-off locations.
 2. Real time predictions shall be calculated combining real time Global Positioning System (GPS) data and historical data to ensure accuracy.
 3. Software shall provide a customer facing app that riders can download on their smartphones. Application must support both iOS and Android users.
 4. In the case of Computer-Aided Dispatch / Automatic Vehicle Location (CAD/AVL) data is not available for vehicles, the software shall provide a solution to allow the rider to still receive real time information based on GPS and historical data.
 5. Software shall allow riders to receive real time arrival information via text message.
 6. Software must allow customer facing app to include a trip planning feature using real time information.
 7. Real-time information for riders should be ADA accessible; the software shall include audio announcements in the customer-facing app.
 8. System shall take into account pre-defined peak periods and available traffic information when reporting real-time route information.
- c. Fare Payment: The software shall allow demand response and/or on-demand riders to pay electronically in advance for any scheduled trips and/or subscriptions.
- i. Software shall allow a cash payment option for riders without credit card or other online payment methods.

- ii. Software shall indicate to the rider any applicable fare(s) to be paid by their Care Agency and/or any companions.
 - d. Title VI Requirements: Software's customer facing interface for all service types shall be accessible to non-English speakers.
 - i. Software shall allow capability for all customer app/web portal information to be translated to Spanish.
 - ii. Software shall allow automated booking option for Spanish speakers in case RADAR cannot provide rider with Spanish speakers call takers.
 - iii. Software shall have the ability to provide riders with real-time alerts/notifications accessible to Spanish speakers.
 - e. ADA Compliance: Software's customer app/web-based portal shall make all information accessible to visually impaired riders.
2. Dispatcher Interface
- a. Scheduling: The software shall be enabled for demand response and/or on-demand rides, including ride scheduling and dispatch.
 - i. System shall provide configurable demand response service scheduling business rules, such as ride distance or advanced ride date restrictions.
 - ii. Software shall allow transit provider dispatchers to see all rides scheduled and dispatched.
 - iii. Software shall allow dispatchers to reschedule, cancel and/or reassign rides, as necessary.
 - iv. Software shall have the capabilities to flag riders that consistently no-show for rides, provide a list/notification of these riders to RADAR, and limit these riders' access and ability to use the system.
 - v. Software shall have the ability to identify operators' and vehicles' availability for scheduling (e.g., operators on break and vehicles not active due to vehicle service/maintenance), to reduce potential for mis-scheduling a ride to an unavailable operator or vehicle.
 - vi. Software shall allow dispatchers to aggregate rides provided riders have a similar pick-up location or destination.
 - vii. Software shall allow dispatchers to schedule rides for riders that have subscriptions (standing orders).
 - viii. Software shall allow the ability to assign vehicles to multiple regions.
 - ix. Software shall update estimated time of arrival as well as the rider manifest based on ride requests and real-time travel information.
 - x. Software shall allow dispatchers to adjust geofenced service areas if/when necessary.

- b. Real-Time Information: The software shall provide real-time demand response and on-demand ride scheduling dispatched information.
 - i. Demand Response and/or On-Demand Service
 - 1. Software shall offer live vehicle tracking, route optimization, and passenger information.
 - 2. Software shall offer two-way messaging capabilities to communicate with drivers regarding route changes or passenger requests.
 - 3. Software shall allow the dispatcher to identify any incidents along the route in real-time to create accurate recorded data for reporting.
 - 4. Software shall provide a real time up to date interactive map including every vehicle in the system and vehicles' current location.
 - 5. Vendors should identify any optional software enhancements or capabilities for a real-time dashboard where dispatchers can easily identify rides in real-time.
 - ii. Deviated Fixed-Route Service (*Optional*)
 - 1. Software shall provide transit provider with route map and vehicle location, including scheduled and real-time stop information.
 - a. For the deviated fixed route service, software shall allow dispatcher interface to capture modified drop off locations in real time.
 - 2. System shall take into account pre-defined peak periods and available traffic information when reporting real-time route information.
 - 3. Software shall provide automated passenger counter (APC) capabilities, with associated reporting and analysis for future optimization of routes, schedules, and stop frequencies.
- c. Daily Management: The software shall allow dispatchers to make required adjustments while vehicles are in service and will provide communication tools for interacting with drivers and passengers.
 - i. Demand Response and/or On-Demand Service capabilities:
 - 1. Remove vehicles from the daily fleet roster on demand.
 - 2. Adjust different service times for different service areas.
 - 3. Field supervision interface to monitor and make changes to service plans for vehicles currently in operation.
 - 4. Spatial Capabilities (GIS features) including heat maps of pick-ups and drop offs to preposition vehicles.
 - 5. Play-back capability for trips and any vehicle up to 30 days.
 - 6. Software must allow dispatchers the ability to easily print rider manifest in case the electronic manifest is disabled.

7. Software must allow dispatchers to record incidents and produce incident reports.
 8. Software shall allow messaging between drivers and dispatchers and allow the dispatcher to identify messages that have not yet been acknowledged.
 9. Communication tools shall also be available in the interface to allow drivers the ability to communicate with dispatchers and passengers in real-time; this includes two-way messaging capabilities to request assistance or communicate with passengers regarding trip details.
 10. Performance tracking such as trip completion rate and vehicle maintenance reminders and notifications for scheduled inspections and preventative maintenance and repairs are desirable for the software.
- ii. Deviated Fixed-Route Service (Optional)*
1. CAD/AVL software shall allow dispatchers and supervisors to handle unplanned situations such a road closure, accident, etc. through a set of live dispatching features.
 2. Software shall allow configuration of each scheduled route, including assigned vehicles, assigned operators/drivers, vehicle capacity, and vehicle accessibility requirements/constraints (e.g., wheelchair access, bicycle mount, etc.)
 3. Software shall allow configurable route operation days, start and end times, defined stops on route, defined route stop arrival times.

3. Driver Interface

- a. Scheduling: Operators/drivers shall see their assigned demand response and/or on-demand rides scheduled and dispatched.
 - i. Software shall provide key information such as trip assignments and route information.
 - ii. Software shall allow drivers to report no-shows and adjust drop-off locations for returning trips.
- b. Real-Time Information: Software shall provide real-time navigation to and from rider location (based on browser IP/mobile app geolocation) and from rider location to final destination for demand response and/or on-demand rides.
 - i. Operators/drivers shall see their specific GPS location of riders (as long as riders allow sharing this information) to facilitate pick-ups.
 - ii. Drivers should also receive real time updates on passenger pick-ups, drop offs, and any other changes to their trip itineraries.
 - iii. Software shall automatically send alerts/notifications in real-time on remaining waiting time once driver arrives at pick-up location.

- iv. Software shall allow driver to record no shows and total waiting time in case of receiving any rider complaints.
 - v. Software shall provide driver information on rider's payment in real time, allowing to driver to verify if rider pays for the trip before riding.
 - vi. Software shall provide drivers the ability to monitor their own location as well as the locations of other vehicles in the fleet to help coordinate with other drivers and adapt their routes based on traffic conditions.
 - vii. Real time information shall provide dynamic routing updates based on real time traffic information.
 - viii. Drivers should receive turn by turn navigation instructions to optimize their routes and minimize travel time.
- c. Daily Management: Software shall allow drivers to notify dispatchers and operations on any modifications while vehicles are in service.
- i. Software shall allow drivers the ability to identify the rider as the account holder and person who booked the trip.
 - ii. Software shall provide drivers the ability to confirm that the rider has been picked up.
 - iii. Software shall offer drivers the ability to provide and receive canned messages from dispatchers.
 - iv. Software shall provide drivers the ability to report issues with the ride or client to dispatchers.
 - v. Software shall verify whether the driver could successfully login to the system using drivers' tablets/smart phones.
 - vi. Software shall provide the drivers the ability to mark trips as completed, update passenger status, and report any issues or delays.

4. Administrative Interface

- a. Vehicle locations (AVL): Software shall allow AVL information tracking in real-time information for customer, dispatcher, and driver interface for all service types.
- i. Software shall be able to provide live vehicle tacking for RADAR's entire service area including known cellular dead-zones with no cellular coverage. Vendor should provide approach on how software will control AVL data transfer in such zones and how will this be recorded as historical data that will later be used for reporting.
 - ii. Software must provide a map display for all interfaces that provides an indication if the last reported location is older than the reporting interval.
 - iii. Time interval at which location reports are received shall be configurable by RADAR.
 - iv. Software shall provide real-time, up-to-date interactive map of every vehicle in the system and current location.

- v. Software shall allow CAD/AVL data to be cloud based.
 - vi. Software shall ensure an auto refresh rate for every 5-10 seconds for vehicle GPS locations.
 - vii. Software shall provide GPS playback for all dispatchers' interfaces and allow RADAR to access play back data by route and stops, when applicable.
- b. Software shall provide a Rider Complaints Module with enough information for RADAR to review and conduct investigations.
 - c. Vendor shall communicate with RADAR on any software updates at least 30 days in advance.
 - d. Vendor shall describe how software updates will be performed as to not interfere with service operations.
 - e. Software shall provide RADAR with an electronic rider manifest and a print version in case electronic manifest is unavailable.
 - f. Software shall provide a data portal having the ability to:
 - i. Create customized and ad-hoc reports by selected periods (annually, monthly, weekly, daily, hourly), route, vehicle, driver, rider, and trips.
 - ii. Retrieve data for any period.
 - iii. Provide playback information for every route, vehicle, and driver ID (CAD/AVL data).
 - iv. Provide a summary dashboard with year-to-date (YTD) totals for main metrics.
 - v. Provide a dashboard with ability to support trip supervision in real-time.
5. Other Specifications (*Optional*)
- a. Software shall be compatible and able to integrate with security camera footage.
 - b. Software shall allow comingling between on-demand (microtransit) and the paratransit modules and databases.
 - c. Software shall track and report rider's method of fare payment and have fare reconciliation capability.
 - d. Software shall have capability to track and report the cost of no-shows and late pick-ups for demand response and on demand trips.
 - e. Software shall be compatible and able to integrate Medicaid trips through the Modivcare system.

2.3.3. Hardware Compatibility

RADAR is not requesting any hardware solutions at this time. However, the scheduling software solution must be compatible with RADAR's current hardware, including Android tablets. In addition, the vendor should describe compatibility with other potential hardware solutions, including, but not limited to, fareboxes and APCs to provide insight into potential future integrations.

2.3.4. Data Requirements

1. Data Collection and Analysis: Software must allow for data collection, reporting, backend dashboard, and customized reports.
2. Federal Transit Administration (FTA) National Transit Database (NTD) / DRPT Reporting: Software must allow data collection for all required metrics that RADAR must report to FTA and DRPT.
3. Data Ownership: The vendor and software shall provide RADAR with access to all back-end data and Application Programming Interface (API) to retrieve data.
4. Data Format: Software shall support multiple data formats to retrieve back-end data (PDF, Excel, etc.).
5. Historical Data Management: Software's database shall be compatible with RADAR's current database hosting historical data from RouteMatch.

2.3.5. Transition and Implementation

The transition process to incorporate the vendor's software will involve an assessment of current processes, data migration, and staff training to ensure minimal disruption to service operations.

1. Transition from current solutions
 - a. System Implementation Plan: The vendor shall provide a step-by-step process for deploying the scheduling software across RADAR's operations. This plan will include key milestones, responsibilities, resource allocation, and timelines for each phase of implementation. It will also detail the configuration and customization of the software to meet RADAR's specific requirements and operational workflows.
 - b. Integration Plan: The vendor shall supply an integration plan with the technical requirements, data exchange protocols, and timelines for integrating the scheduling software with Via's app, if applicable. This includes ensuring compatibility, real-time data synchronization, and a unified user interface for passengers accessing transit information and booking services.
 - c. Data Conversion Plan: In the event historical data from RADAR's current database cannot be directly incorporated into the new scheduling software, a data conversion plan will be developed by the vendor. This plan will outline the process for extracting, transforming, and loading historical data into the new system format. Data integrity, accuracy, and completeness will be prioritized to ensure continuity of reporting and analysis capabilities.
2. Installation, training, and public information installation of the scheduling software will be coordinated with the selected vendor and RADAR's IT team to ensure smooth deployment across all relevant devices and infrastructure. Training sessions will be conducted for RADAR staff to familiarize them with the software's features, functionalities, and best practices for efficient use. Public information campaigns will be launched to inform passengers and stakeholders about the new scheduling system and any changes to service operations.
 - a. Installation Schedule: The Vendor's installation schedule will detail the timeline and sequencing of activities related to software deployment, training sessions, and public information campaigns. The proposer shall indicate which activities will take place in-

person versus virtual. Key milestones and deadlines will be clearly defined to ensure alignment with RADARs' needs.

- b. Testing Requirements (testing environment): Vendors shall include details for functional testing, usability testing, integration testing, and performance testing to identify and address any issues or defects before full deployment. Comprehensive testing will be conducted in a controlled environment to validate the functionality, performance, and reliability of the scheduling software.
- c. Training Plan: Vendors shall provide a detailed training plan which will be used to educate RADAR staff on how to effectively utilize the scheduling software in their daily operations. Training sessions will cover software navigation, data entry, scheduling workflows, reporting functionalities, and troubleshooting techniques. The vendor is expected to organize the materials to align with the focused groups such as 'Operators, Dispatchers, Schedulers, Administrative/Reporting, etc. All training materials and resources will be provided to support ongoing learning and skill development and include supplemental information related to software updates.
- d. Marketing Plan (to promote customer-facing products): Vendors shall propose their strategies for raising awareness among passengers, promoting app usage, and highlighting the benefits of the new scheduling system. Marketing channels may include digital advertising, social media campaigns, email newsletters, and on-site promotions at transit stations.
- e. Demo Product and Features: Select vendors will be invited to demonstrate their products' capabilities, customization options, scalability, and integration capabilities.

2.3.6. Technical Support

The vendor must describe the level and types of support available post-implementation to ensure the system remains functional.

1. Vendors shall provide options for ongoing technical support throughout the course of the project, including the level of technical support and ongoing monitoring that will be provided in order to ensure the system is functioning properly. Technical support could include, but not be limited to, 24/7 technical assistance by phone, email, or online ticketing system to:
 - a. Address software failures
 - b. Respond to questions on use of approved software configuration and software version
 - c. Confer with experts on software installation and fixes to bugs
2. Vendors must describe the issue resolution tracking mechanism as well as the response and resolution time requirements for both critical and non-critical issues.
3. Vendor should indicate if the Agency will be paired with a Dedicated Account Manager, who will be available to provide support by phone and/or instant message chat.

4. The process and frequency of software upgrades must be provided, including a typical software maintenance schedule for in-vehicle applications and how updates are pushed out to users/devices.

Section 3: Proposal Requirements

3.1. Proposals

Vendors must provide one digital copy of their response by the submittal deadline. Submittals can be emailed to the listed contact or provided through a physical submission of a flash drive that includes the digital file. Vendor must obtain confirmation of receipt from the RADAR contact in order to consider the response submitted.

Proposals should be prepared simply and economically and avoid the use of elaborate promotional materials beyond those necessary to provide a complete, accurate, and reliable presentation. The response to this RFP must be made in accordance with the format set forth in this section. Failure to adhere to the following format may be cause for RADAR to reject the proposal as non-responsive.

Marketing material may be submitted to supplement vendor's written response if it assists in demonstrating the functionality of the software.

Proposals shall be organized in the following format:

1. Cover Letter:

- a. Identify the prime Contractor and describe any subcontract arrangements
- b. Identify the person who is authorized to negotiate for the team
- c. Identify the Project Manager who will be the primary point of contact for administering the Scope of Services
- d. Indicate that the Proposal represents a firm binding offer for 120 days
- e. Acknowledge receipt of all addenda by addendum number using the "Addenda Acknowledgement Form" included in Attachments in the RFP
- f. Indicate if vendor, and/or any of its owners and/or officers, has filed (voluntarily or involuntarily) bankruptcy within the last seven years. Vendor must provide detailed information concerning such bankruptcy. Vendor must also provide detailed information on any failures to complete awarded contracts and any contract defaults or terminations.

2. Relevant Experience:

Describe your firm's experience as it relates to this Contract. Experience should reflect vendor's knowledge of transit scheduling software, public transportation, industry best practices, and an ability to provide a high level of customer service.

3. References:

Proposal shall include three (3) references where your firm currently provides or provided transit scheduling software within the past five (5) years to either a Transit Agency or a Government Entity. Each reference must include:

- a. Name and address of client
- b. Description and terms of services provided

- c. Name of the individual responsible for administering and monitoring the contract for the client organization, and an email address and telephone number where that person can be reached.

4. Scope of Work:

- a. Response shall demonstrate the proposed software can meet the requirements outlined in this RFP. Response shall specifically address if vendor's software can meet the minimum requirements and/or if vendor is planning to make planned updates or custom changes to an existing software product to meet the requirements.
- b. Points will not be awarded to optional features unless the primary requirements can be fulfilled.
- c. If updates or custom development is needed, vendor shall specify the level of effort anticipated to meet the requirements and associated timeline to complete this development work. Vendor shall detail assumptions for developing the configuration that includes time the vendor will need to build baseline schedules and system, along with the time commitment needed from the partnership staff to support this process. Response can include screenshots or other visual examples of the software user interface if it helps to demonstrate software capabilities. Note: RADAR may request full functionality through a demonstration as part of the oral interviews, if deemed necessary. Staff may also request a demo account as part of the evaluation.
- d. Response shall identify the training schedule for staff, including duration and number of staff. Response shall specify how future training will be performed for users who do not participate in initial training.
- e. Response shall identify the total number of users, the number of concurrent users available to access the system, the number of driver accounts, and the number of vehicles assumed.
- f. Response shall identify acceptable system down time and how customer support is administered.
- g. Response shall specify how the vendor will provide the client with changes to the software (updates, fixes, enhancements). The response shall address whether the vendor will provide new feature development outside the current requested scope as part of the fees or if these features will be priced separately and offered as separate add-on options.
- h. Response shall specify assumptions for computer or server hardware and any external software needed to support operation of the proposed software product. Vendor should identify if these are provided as part of the proposal or if it is assumed the client will provide these supportive components. If the vendor provides them, the vendor should include costs for these components in the price proposal.
- i. Response shall indicate how access to the requested data and reports would be obtained. Response shall provide examples of sample standard reports generated by the software as requested in the Scope of Services.

5. Timeline:

Vendor shall identify an overall implementation schedule that assumes an award date of October 4, 2024. This schedule must include network setup time, staff training, and any other mobilization tasks beginning after the contract award date. The term of the contract(s) is expected to be two years.

6. Price Proposal:

Vendor must provide a detailed price proposal showing all associated costs of the software for the duration of the contract and the billing schedule (monthly/annual/one-time).

- a. Price proposal should state start-up costs and any assumptions for costs based on vehicles, geographies, users, trips etc. If pricing is tied to a specific quantity or range, proposal must describe how changes to these assumptions would impact pricing.
- b. Pricing should be offered for a minimum of two years including one year of service plus one year of pre-deployment activities (2 years total). Pricing beyond the first two years period should also be provided if capable.
- c. Pricing should include all annual fees for licensing and technical support, and any additional software or hardware components required to operate or support the operation of the software. Any and all hourly rates should be stated.
- d. Pricing should include any initial training and future training needed for new staff.
- e. Pricing should include costs associated with training and development above minimum requirements as outlined in this section. Any supplies, equipment, transportation, or other elements necessary to complete work and not addressed elsewhere in the Proposal, but that are not being provided by vendor, must be explicitly specified. If cost estimates are available for these items, they should be included. The sources and dates of estimates should also be provided.

7. License Agreement:

Vendor must provide a copy of their software license agreement.

3.2. Questions

Questions must be submitted via email to Nathan T. Sanford at nathan@radartransit.org.

3.3. Proposal Submission Procedures

The proposal will be submitted in accordance with the following requirements:

- The proposal will be transmitted with a cover letter as described above.
- A digital copy of the proposal will be emailed to nathan@radartransit.org

OR, a printed copy of the proposal may be mailed to:

RADAR, P.O. Box 13825, Roanoke, VA 24037

Attention: Nathan T. Sanford

- The proposal will be dispatched in order to be received at the above address no later than the time specified in the proposal timeline. Vendor must receive confirmation of receipt from RADAR prior to the deadline for the submittal.

3.4. Proposal Evaluation and Award Procedures

RADAR will evaluate all written responses that fulfill the requirements of the RFP. RADAR will request selective vendors to provide a demonstration of the software and/or provide RADAR staff an account that enables staff to test the functionality of the software.

RADAR will evaluate proposals in accordance with the evaluation criteria contained herein and will exercise the ability to select based on “best value” in accordance with Circular 4220.1F. Please be advised, RADAR intends to use the “best value” approach which the Federal Transit Administration (FTA) does not require the agency to award to the highest ranked firm. FTA does require that price be evaluated as a factor in the award, and that the agency determine that the price is fair and reasonable prior to award. If the highest ranked offeror’s price is reasonable based on the technical approach being proposed, and if what is being proposed is in turn the best technical proposal to meet the scope of work (SOW) requirements (though also most expensive), then the agency may need to issue an amendment to the RFP clarifying the requirements of the SOW so that more economical price proposals may be offered.

RADAR shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. RADAR reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations for each proposer, including stockholders and principals before making an award. Awards, if any, will be based on both the objective and subjective comparison of proposals and proposers. RADAR’s decisions will be final.

Evaluation of proposals will be based on the criteria shown in the tables below.

Technical Proposal Scoring Methodology

The scoring system will be as follows:

Criteria	Criteria Description	Points
Vendor Qualifications and Overall Experience	<ul style="list-style-type: none"> • Years of experience • Number of installations or proposed technology and similarities to RADAR’s services and needs • Vendor financial stability • Vendor staff bandwidth • References 	15 Max
Technology Capabilities	<ul style="list-style-type: none"> • Responsiveness to RADAR’s requirements • Innovations • Data dashboard, mobile application, software components to meet the needs of RADAR 	25 Max

Quality/Ease of Use for Riders	<ul style="list-style-type: none"> • Rider friendly experience • Multiple access points (mobile app, web access, telephone) • Rider support 	25 Max
Quality/Ease of use for RADAR Staff	<ul style="list-style-type: none"> • Quality/ease of use for drivers • Quality/ease of use for customer service reps and dispatchers • Level of automated processes that reduce the need for human intervention • Quality/ease of reporting capabilities • Quality/ ease of running simulations 	20 Max
Installation, Trainings and Ongoing Support	<ul style="list-style-type: none"> • Vendor approach to installation, training, and ongoing support • Proposed timetable • Quality of training materials and user manuals • Quality and level of technical support • Software maintenance/ upgrade policies • Marketing assistance 	15 Max

Price Scoring Methodology

The lowest-proposed price among the three top ranking vendors (based on the technical proposal scoring) will receive 25 points, second lowest will receive 20 points, and the third lowest will receive 15 points (per selection committee member).

Interviews/Oral Presentations

The maximum interview score will be 10 points. (Per selection committee member). Each criterion will contribute to the overall evaluation of the vendor's presentation during the interviews/oral presentations, and points will be assigned accordingly to reflect the vendor's performance and suitability for RADAR's needs.

Criteria	Criteria Description	Points
Presentation Quality and Clarity	<ul style="list-style-type: none"> • Clarity of communication: Evaluate how effectively the vendor presents their proposal, including the clarity of their explanations and visuals. • Professionalism: Assess the professionalism and organization of the presentation, including adherence to time limits and overall presentation layout. 	3 Max
Alignment with RADAR's Vision and Goals	<ul style="list-style-type: none"> • Alignment with mission and objectives: Evaluate the extent to which the vendor's proposal aligns with RADAR's mission and strategic objectives. • Understanding of specific needs: Assess the depth of the vendor's understanding of RADAR's unique requirements and challenges. 	4 Max

Criteria	Criteria Description	Points
Demonstration of Value Proposition	<ul style="list-style-type: none"> • Value proposition: Evaluate the clarity and persuasiveness of the vendor's value proposition, including the benefits offered to RADAR. • Competitive differentiation: Assess how effectively the vendor demonstrates their unique selling points and differentiation from competitors. 	3 Max

The Evaluation Committee reserves the right to adjust scoring based on additional information and/or clarifications provided during interviews. The Evaluation Committee may determine scoring criteria for the interviews following evaluation of written submittals. RADAR reserves all rights to begin contract negotiations without conducting interviews.

3.5. Rejection Criteria

Submittals may be rejected as non-responsive if any of the following criteria exists (this list is not all-inclusive):

- Written proposals exceed the 25-page limit (excluding the pricing proposal);
- All questions, instructions, and forms in the Qualification package have not been properly completed;
- The RFP response is found to have concealed or contained false and/or misleading information;
- The RFP package not received by RADAR prior to the submittal deadline;
- Any forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with the proposal.

3.6. Award to Multiple Offers

Selection shall be made of two or more vendors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including price, if so stated in the RFP. Negotiations shall be conducted with the vendors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each selected vendor, RADAR shall select the vendor which, in its opinion, has made the best proposal, and shall award the contract to that vendor. RADAR reserves the right to make multiple awards as a result of this solicitation. RADAR may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2- 4359D). Should RADAR determine in writing and in its sole discretion that only one vendor is fully qualified, or that one vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that vendor. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

3.7. General Terms and Conditions

1. ACCEPTANCE OF GOODS/SERVICES: Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of RADAR. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to RADAR are found to be defective or not to conform to specifications, RADAR reserves the right to cancel the contract upon written notice to the Contractor and return products to Contractor at the Contractor's expense.
2. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, RADAR will publicly post such notice on RADAR's website (www.radartransit.org) for a minimum of 10 days.
3. ANTI-DISCRIMINATION: By submitting their proposals, vendors certify to RADAR that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (Code of Virginia, § 2.2- 4343.1E).

In every contract over \$10,000, the provisions in (a) and (b) below apply:

- a. During the performance of this contract, the Contractor agrees as follows:
 - i. The Contractor 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 law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - iii. 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.
- b. The Contractor will include the provisions of (a) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4. APPLICABLE LAWS AND COURTS: This solicitation is governed by the laws of the Commonwealth of Virginia. Any dispute or controversy arising out of or relating to this solicitation or otherwise shall be brought in Richmond County Circuit Court or in the United States District Court for the Eastern District of Virginia, Richmond Division; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute.
5. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of RADAR.
6. AUDIT: The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by RADAR, whichever is sooner. RADAR or its authorized representative shall have full access to and the right to examine any of said materials during said period. The Contractor shall include the provisions above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.
7. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the RADAR shall be bound hereunder only to the extent of lawfully appropriated funds.
8. BID PRICE CURRENCY: Unless stated otherwise in this solicitation, vendors shall state offer prices in US dollars.
9. BIDDER, VENDOR AND CONTRACTOR COMPLIANCE: All bidders, vendors and contractors shall comply with the Virginia Public Procurement Act, (Code of Virginia § 2.2- 4300, et seq.), and all applicable RADAR policies, regulations and procedures adopted pursuant thereto.
10. CONTRACT CHANGES: Any changes to the contract must be approved through issuance of a written contract addendum or change order. RADAR will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.
11. CONTRACTOR'S PERFORMANCE:
 - a. The Contractor agrees and covenants that its agents and employees shall comply with all RADAR, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
 - b. The Contractor shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
 - c. The Contractor shall cooperate with RADAR officials in performing the Contract work so that interference with normal operations will be held to a minimum.
12. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to: RADAR, P.O. Box 13825, Roanoke VA 24037 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The RADAR Executive Director will render a decision on the claim and will notify the Contractor within 30 days

of receipt of the claim. The Contractor may appeal the decision of the Executive Director to the RADAR Board of Directors by providing written notice to the RADAR Board President, within 15 days of the date of the decision. The Board of Directors shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to RADAR no later than 30 days following the conclusion of the work or delivery of the goods.

13. DEBARMENT STATUS: By submitting their proposals, Vendors certify that they are not currently debarred by RADAR from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
14. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, RADAR, after due written notice as required by the NOTIFICATION clause, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which RADAR may have.
15. DEFINITION OF RADAR: Unified Human Services Transportation Systems, Inc., doing business as RADAR, is referred to as "RADAR" throughout this Request for Proposals. Any contract issued as a result of this solicitation shall be available for the use of any or all of these entities unless otherwise stated in the solicitation.
16. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor'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 Contractor's 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 the Contractor that the Contractor 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. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a 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 a controlled substance or marijuana during the performance of the contract.
17. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Vendors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Vendor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

18. FINANCIAL STATEMENTS: All Vendors, by submission of a response to this solicitation, agree to provide RADAR, within 10 calendar days of RADAR's request, a copy of its most recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with RADAR. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is/are complete and is/are the most recent audited financial statement(s) available. The financial statement(s) shall be provided at no charge to RADAR, and RADAR shall be under no obligation to return the financial statement(s). The Contractor chosen as a result of this solicitation shall include this same provision in the contracts of all subcontractors and any other entity providing goods or services related to the RADAR contract, so as to guarantee RADAR's rights to obtain financial statements. Should the Contractor fail to ensure RADAR's rights under this section, the Contractor shall be liable to RADAR for all reasonable costs and expenses that RADAR may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.
19. IMMIGRATION REFORM AND CONTROL ACT OF 1986: The Contractor certifies that they do not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
20. INDEMNIFICATION: Contractor agrees to indemnify RADAR, its officers, agents, and employees for any loss, liability, cost (including attorney's fees), or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of RADAR or to failure of RADAR to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. RADAR will not agree to indemnify the Contractor.
21. INDEPENDENT CONTRACTOR: The Contractor is an independent Contractor and nothing contained in the contract shall constitute or designate the Contractor or any of its agents or employees as employees of RADAR.
22. LICENSES AND PERMITS: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by RADAR.
23. MODIFICATIONS OF AND/OR ADDITIONS TO THE GENERAL TERMS AND CONDITIONS: Modification of, or additions to, the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, RADAR reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
24. NOTIFICATION: Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in their proposal; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to RADAR shall be given to: RADAR, P.O. Box 13825,

Roanoke, VA 24037. The Contractor agrees to notify RADAR immediately of any change of legal status or of address.

25. PAYMENT:

a. To Prime Contractor:

- i. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- ii. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- iii. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (Code of Virginia, § 2.2-4353).
- iv. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, RADAR shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve RADAR of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

b. To Subcontractors:

- i. A Contractor awarded a contract under this solicitation is hereby obligated:
 1. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from RADAR for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify RADAR and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- ii. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from RADAR, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor

performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of RADAR.

c. RADAR encourages Contractors to accept electronic and credit card payments.

26. PRECEDENCE OF TERMS: The following General Terms and Conditions; ANTI-DISCRIMINATION, APPLICABLE LAWS AND COURTS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, MANDATORY USE OF RADAR TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
27. QUALIFICATIONS OF VENDORS: RADAR may make such reasonable investigations as deemed proper and necessary to determine the ability of the Vendor to perform the services/furnish the goods and the Vendor shall furnish to RADAR all such information and data for this purpose as may be requested. RADAR reserves the right to inspect Vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities. RADAR further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy RADAR that such Vendor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
28. ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:
- a. By submitting their proposal, Vendors certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.
 - b. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.
 - c. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless RADAR from any cost, expense, damage or loss incurred in any manner by RADAR on account of such alleged infringement.
29. SEVERABILITY: Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.
30. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: In accordance with Code of Virginia § 2.2-4311.2 subsection B, a Vendor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Vendor that is 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 in its proposal a statement describing why the Vendor is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and RADAR's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Vendor was not legally required to

be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

31. TAXES: RADAR, a 501(C) 3 non-profit organization, is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all RADAR, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between RADAR and the Contractor, as the taxes shall be an obligation of the Contractor and not of RADAR, and RADAR shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.
32. TERMINATION FOR CONVENIENCE: Unless otherwise stated, any resultant contract may be terminated, in whole or in part, whenever RADAR determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination to the Contractor sent at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.
33. TESTING AND INSPECTION: RADAR reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

3.8. Special Terms and Conditions

1. CANCELLATION OF CONTRACT: RADAR reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
2. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and RADAR's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify RADAR of any breach or suspected breach in the security of such information. Contractors shall allow RADAR to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
3. CONTINUITY OF SERVICES:
 - a. The Contractor recognizes that the services under this contract are vital to RADAR and must be continued without interruption and that, upon contract expiration, a successor, either RADAR or another Contractor, may continue them. The Contractor agrees:

- i. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - ii. To make all RADAR owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - iii. That RADAR shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 - b. The Contractor shall, upon written notice from RADAR, furnish phase- in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase- in/phase-out services. This plan shall be subject to RADAR’s approval.
 - c. The Contractor shall be reimbursed for all reasonable, pre-approved phase- in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by RADAR in writing prior to commencement of said work.
4. IDENTIFICATION OF PROPOSAL ENVELOPE (Only if submitted via US Mail): The signed proposal should be returned in a separate envelope or package, sealed, and identified as follows:

From: _____

Name of Bidder	Due Date	Time
_____		RFP 2024-01
Street or Box Number		
City, State & Zip Code		

The envelope should be addressed as directed on Page 1 of the solicitation.

The Vendor takes the risk that the envelope may be inadvertently opened, and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

5. INSURANCE REQUIREMENTS:

- a. The Contractor shall be required to maintain in force such insurance, in amounts and types acceptable to RADAR, as will protect itself and RADAR from claims which may arise out of or result from the execution of the work, whether such execution be by itself, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. All insurance shall be provided by companies allowed to conduct business in the Commonwealth. Insurers shall have a Best’s financial strength rating of “A-” or better, and a Best’s financial size category of Class VII, or better, in the latest evaluation of A. M. Best

Company, or as otherwise approved by RADAR. RADAR, and its officers, consultants, agents and employees shall be named as additional insured on the Contractor's Commercial General Liability and Umbrella Liability insurance for premises, ongoing operations and products and completed operations on a primary and non-contributory basis. Original certificates of insurance signed and provided by authorized representatives of the insurers or, at RADAR's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be provided to Purchasing prior to award of the contract, and within seven (7) days of any written request for a certificate, and for five (5) years after Final Payment for the Work with respect to products and completed operations liability.

- b. The Contractor shall not start work under this contract until the Contractor has obtained at his own expense all of the insurance called for hereunder and such insurance has been approved by RADAR; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor for RADAR will be granted only after submission to the RADAR Purchasing Office of original, signed certificates of insurance or, alternately, at RADAR's request, certified copies of the required insurance policies.
- c. All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Office."
- d. The certificate holder should be listed as RADAR.
- e. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and RADAR. The Contractor shall be as fully responsible to RADAR for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it. RADAR will consider deductible amounts as part of its review of the financial stability of the Contractor. Any deductibles shall be disclosed by the Contractor, and all deductibles will be assumed by the Contractor.

Coverage(s) Required	Required Limit	Description
Business Automobile Liability	\$1,000,000.00	Combined Single Limit per Occurrence
Commercial General Liability	\$1,000,000.00	Combined Single Limit per Occurrence
	\$2,000,000.00	General Aggregate Limit per Project
	\$2,000,000.00	Products and Completed Operations Aggregate
Personal and Advertising Injury Liability	\$1,000,000.00	Each Offense per Person or Organization
Umbrella Excess Liability	\$1,000,000.00	Per Occurrence and Aggregate as Applicable
Worker's Compensation & Employer's Liability	\$500,000.00	Per Accident
	\$500,000.00	Disease per Employee
	\$500,000.00	Policy Limit Disease

6. OPTIONAL PRE-PROPOSAL VIDEO CONFERENCE CALL: An optional pre-proposal video conference call will be held at 1:00 PM ET on Friday, August 2, 2024. Call in instructions will be posted on the RADAR website at www.radartransit.org. The purpose of this conference call is to allow potential vendors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference call will not be a prerequisite to submitting a proposal, vendors who intend to submit a proposal are encouraged to attend. Have a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
7. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown
8. RENEWAL OF CONTRACT: This contract may be renewed by RADAR for (one year)/ (two successive one-year periods) under the terms and conditions of the original contract except as stated in a and b below. Price increases may be negotiated only at the time of renewal. Written notice of RADAR's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 - a. If RADAR elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the United States Bureau of Labor Statistics, Table 4, Consumer Price Index for All Urban Consumers (CPI- U), U.S. City Average for the latest twelve months for which statistics are available (<http://data.bls.gov/cgi-bin/print.pl/news.release/cpi.t04.htm>).
 - b. If during any subsequent renewal periods, RADAR elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the United States Bureau of Labor Statistics, Table 4, Consumer Price Index for All Urban Consumers (CPI-U). U.S. City Average for the latest twelve months for which statistics are available.
9. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of RADAR. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish RADAR the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

Section 4: Attachments

4.1. Acknowledgement of RFP, Revision and/or Addenda

RADAR

RFP No.	2024-01
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ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA

Acknowledgement shall be made of receipt of the Request for Proposal (RFP) and/or any and all revisions and/or addenda pertaining to the above designated project which are issued by the Agency prior to the Proposal date shown herein.

Failure to include this acknowledgement in the Proposal may result in the rejection of your RFP. By signing this form, the Vendor acknowledges receipt of the RFP and/or following revisions and/or addenda to the RFP for the above designated project which were issued under cover letter(s) of the date(s) shown hereon:

1.	Cover Letter of	
2.	Cover Letter of	
3.	Cover Letter of	

Signature

Date

Printed Name

Title

4.2. RADAR 2022 NTD Profile

Note: [NTD History for RADAR \(NTD ID 30178\)](#).

4.3. Title VI Plan and Procedures

Note: the Title VI Plan and Procedures, Title VI of the Civil Rights Act of 1964, adopted by RADAR in December 2021 can be accessed at [RADAR-Title-VI-Plan-FINAL.pdf \(radartransit.org\)](#).