



VCU Procurement Services

FIRST AMENDMENT TO CONTRACT NO. 7385698EC01
BY AND BETWEEN
VIRGINIA COMMONWEALTH UNIVERSITY
AND
Your Taxi, Inc.

This 1st Amendment to Contract No. 7385698EC01 by and between Virginia Commonwealth University, hereinafter referred to as "VCU", and Your Taxi, Inc., hereinafter referred to as "Contractor", is entered into as of the 6th day of November, 2020.

WHEREAS, VCU and Contractor entered into Contract No. 7385698EC01, dated April 27, 2020 ("the Contract");

WHEREAS, VCU desires to continue to obtain the goods and services that Contractor offers as revised herein;

WHEREAS, VCU and Contractor desire to revise the Contract in accordance with Section X, Item M. Changes to the Contract,

NOW THEREFORE, VCU and Contractor agree to enter into this Amendment to allow the following changes and additions to the Contract:

1. VCU and Contractor agree that the Contract is modified for the next six (6) months as follows:
 - a. New mileage rate shall be \$1.95.
 - b. The vendor shall reduce the fleet of vehicles needed for this contract to ten (10)
 - c. The vendor will offer a prompt payment discount of 1% net 10

This Amendment shall become effective upon execution of this Amendment by VCU and Contractor. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending thereby to be legally bound.

VIRGINIA COMMONWEALTH
UNIVERSITY

Contractor

By: _____

By: _____

John McHugh, Director
Procurement Services

Name Printed: _____
Title: _____

Date: _____

Date: _____



VCU Procurement Services

April 24, 2020

Your Taxi, Inc.
9409 Hull Street Road, Suite F-2
North Chesterfield, VA 23236

RE: Contract #: 7385698EC-01
Renewal No.:3 of 4

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
www.vcu.edu/procurement

Dear Ms. Barrett:

Your firm's contract with Virginia Commonwealth University (VCU) for (Patient Transportation Services) expires on (June 11, 2020). VCU intends to exercise the renewal of this contract in accordance with the same price, terms and conditions.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: (June 12, 2020) through (June 11, 2021).

Pricing remains the same as the previous contract period.

Attached is the revised pricing in accordance with the contract terms.

By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Please return this document to me no later than (April 28, 2020). Email your response to me at ewcharity@vcu.edu. If you have any questions, please contact me at (804) 828-0904.

Sincerely,

Earlene W. Charity
Earlene Charity, CUPO
Senior Buyer

Contract#: 7385698EC-01

RESPONSE:

Your Taxi, Inc.
Name of Firm

Karen A. Barrett
Signature

Karen A. Barrett
Name Printed

CEO
Title

4/27/2020
Date



VCU Procurement Services

April 15, 2019

Your Taxi, Inc.
9409 Hull Street Road, Suite F-2
North Chesterfield, VA 23236

RE: Contract #: 7385698EC-01
Renewal No.:2 of 4

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
www.vcu.edu/procurement

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- ✓ Pricing remains the same as the previous contract period.
- ✓ Attached is the revised pricing in accordance with the contract terms.
- ✓ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Please return this document to me no later than (April 18, 2019). Email your response to me at ewcharity@vcu.edu. If you have any questions, please contact me at (804) 828-0904.

Sincerely,

Earlene Charity
Earlene Charity, CUPP
Senior Buyer

Contract#: 7385698EC-01

RESPONSE:

Your Taxi, Inc
Name of Firm

Karen A. Barrett
Signature

Karen A. Barrett
Name Printed

C.E.O.
Title

4/15/19
Date



VCU

Wake it real

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 7385698EC 01

This contract entered into date by Your Taxi, Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

PERIOD OF THE PERFORMANCE: From June 12, 2017 through June 11, 2018 with four (4) successive one (1) renewal options.

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

The contract documents shall consist of:

- (1) This signed form;
 - (2) The Request for Proposals # 7385698EC dated March 21, 2017 including Addendum 1 dated April 11, 2017, clarifications dated May 5, 2017; Insurance forms and BAFO dated May 19, 2017;
 - (3) The Contractor's Proposal dated April 21, 2017; and
 - (4) The Negotiated Modification dated May 19, 2017.
- All of which documents are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Your Taxi, Inc.

By: Ken Barnett

Name Printed: Karen Barnett

Title: CEO

Date: 6/20/17

PURCHASING AGENCY:

Virginia Commonwealth University

By: Brenda Mowen

Name Printed: Brenda Mowen

Director of Procurement Services

Title: _____

Date: 6/21/17

"YOUR" TAXI, INC.

FAX COVER SHEET

TO: Earline Charity
828-7837

DATE: 6/21/17

FROM: Karen Barrett

SUBJ: Signed Contract #73856987C 01

Thank you Ms. Earline
Karen

CONFIDENTIALITY STATEMENT

The information contained in this facsimile transmittal from Your Taxi, Inc. is intended only for the personal and confidential use of the designated recipient(s) named above. If you are not the intended recipient, you should not read past this page, and any disclosure, writing, distribution or use of this information is prohibited. If you receive this transmittal in error, please notify us immediately so we can arrange retrieval of the faxed document(s).

PAGE 1 OF 2 PAGES



VCU

Request for Proposals

RFP #: 7385698EC

RFP Title #: Patient Transportation Services

Issuing Agency: Virginia Commonwealth University

Using Dept.: Infectious Disease Department

Issue Date: March 21, 2017

Closing Date: April 21, 2017, 2:00 P.M.



A VASCUPP Member Institution

Request for Proposals RFP #7385698EC

Issue Date: March 21, 2017

Title: Patient Transportation Services

Send all Proposals To: Virginia Commonwealth University
RFP #7385698EC
Attention: Earlene Charity
912 W Grace St, 5th floor
Richmond, Virginia 23284-0327

Proposals Shall Be Received Until: April 21, 2017 at 2:00 p.m.

Direct ALL inquiries concerning this RFP to: Earlene Charity, Senior Buyer
ewcharity@vcu.edu

Questions concerning this RFP must be received via email no later than: April 3, 2017@ 2:00PM

This Request for Proposals & any Addenda are posted on the eVa website at: <http://www.eva.virginia.gov>

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

IF PROPOSALS ARE HAND DELIVERED OR SENT BY FEDEX, UPS, OR ANY OTHER PRIVATE COURIER, DELIVER TO THE ADDRESS NOTED ABOVE: VIRGINIA COMMONWEALTH UNIVERSITY, RFP #7385698EC, ATTENTION: Earlene Charity, 912 W. GRACE ST., 5TH FLOOR, RICHMOND, VA 23284-0327. IF USING US MAIL (NOT RECOMMENDED): IF PROPOSALS ARE MAILED VIA US MAIL ONLY, MAIL TO VIRGINIA COMMONWEALTH UNIVERSITY, RFP#7385698EC, ATTN: Earlene Charity, PO BOX 980327, RICHMOND, VA 23298-0327. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University's Department of Procurement Services. Any Work Relative To This Request for Proposals Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University.

Signature below constitutes acknowledgement of all information contained through links referenced herein.

NAME AND ADDRESS OF COMPANY:

_____	Date: _____
_____	By (Signature In Ink): _____
_____ Zip Code _____	Name Typed: _____
E-Mail Address: _____	Title: _____
Telephone: (____) _____	Fax Number: (____) _____
Toll free, if available	Toll free, if available
DUNS NO.: _____	FEI/FIN NO.: _____

REGISTERED WITH eVA: () YES () NO SMALL BUSINESS: () YES () NO

VIRGINIA DSBSD CERTIFIED: () YES () NO MINORITY-OWNED: () YES () NO

DSBSD CERTIFICATION #: _____ WOMEN-OWNED: () YES () NO

A Pre-Proposal conference will be held. See Section IV herein.

THIS SOLICITATION CONTAINS 28 PAGES.

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I. PURPOSE:

The intent and purpose of this Request for Proposals (RFP) is to seek proposals for Patient Transportation Services.

The initial contract term shall be One (1) year, with the option of up to Four (4) - (1) year renewal periods, to be executed upon mutual signed agreement of both parties.

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the contractor's discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the contractor.

Additional information on cooperative procurement is available at:

http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Cooperative_Procurement.pdf

II. GOVERNING RULES:

This solicitations is issued in accordance with the provisions of:

A. Purchasing Manual for Institutions of Higher Education and their Vendors

(<https://vascupp.org/hem.pdf>)

B. Governing Rules (<https://vascupp.org/rules.pdf>)

III. THE UNIVERSITY:

Information is available at:

http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_The_University.pdf

IV. PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held at 1:00 p.m. **March 30, 2017** at the:

Procurement Department, 912 West Grace Street, 5th floor, Richmond, VA 23298

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged to attend and to have a copy of this solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

Firms may participate in the pre-proposal conference via conference call. Dial in information is below:

- "Dial-In" numbers:
866-842-5779 (United States and Canada)
832-445-3763 (International)

- Conference Code # 8291055716, Enter when prompted followed by the # sign.
- “Dial-In” at the scheduled date and time.

V. **STATEMENT OF NEEDS:**

This Section describes VCU’s requested goods and/or services and the areas to be addressed in Offeror’s Proposal. **The areas to be addressed are italicized and in bold.** Proposal response must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Failure to submit all information requested may result in the elimination of the Proposal from consideration. Proposals that are substantially incomplete or lack key information may be rejected by VCU.

VCU Ryan White program’s overall objective is to obtain a Contractor, or multiple Contractors, to provide transportation management to our program’s patients in and around the Central Health District in the Commonwealth of Virginia. This Contractor should be capable of transporting patients 24 hours a day, ensuring the safety of our patients with proper driver and vehicle licensure and insurance, delivering appropriate confirmations and invoicing, and appropriately price services to keep in VCU Ryan White’s \$150,000 annual budget.

C. **BACKGROUND INFORMATION**

1. Overview

VCU Ryan White Programs provides transportation to selected patients in the program as an enabling service through the Ryan White CARE Act. Enabling services are non-clinical services that do not include direct patient services that enable individuals to access health care and improve health outcomes. VCU Ryan White Program provides transportation services for an eligible individual to access HIV-related health services, including services needed to maintain the client in HIV/AIDS medical care. The program’s case managers speak with patients, and create transport. These requests are funneled through administration, and will be delivered to The Contractor.

2. Travel Statistics

Based upon previous transportation request, the program estimated the average number of transportation requests to be 11 daily and 76 weekly. However, VCU Ryan White Programs has received as many as 21 referrals in one day.

Furthermore, the program estimated 453 patients were transported with 2,708 trips one-way transport during 9 months of the 2016 year. Based upon the trends of that data, the program estimates for twelve full months of service 375 patients would be transported, with 3600 of those trips one-way.

D. **SCOPE OF WORK**

1. General

a) *Collaboration*

The Contractor or its authorized representatives shall meet periodically with VCU Ryan White Program when requested, to discuss all services.

The Contractor and VCU Ryan White may mutually establish routine procedures for handling the services described herein. Such procedures are subject to VCU Ryan White Program's approval.

b) *Coverage Area*

Figure 1 below displays the area The Contractor shall cover and offer the majority of transportation services for. This "Central Health District", designated by the Virginia Department of Health, encompasses Hanover, Chesterfield, Piedmont, Crater, and Southside counties. A full map of these regions in relation to the state of Virginia can be found in Appendix A.

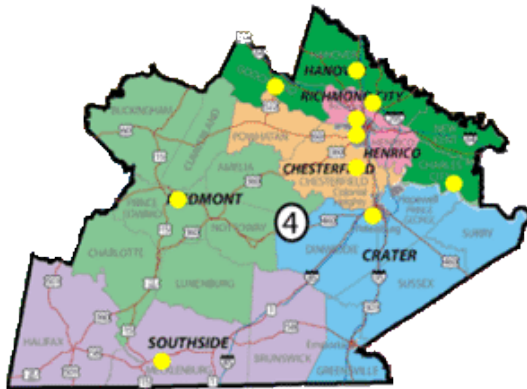


Figure 1 Coverage Area Map

1. *Exceptions*

Certain transportation services for selected clients will be exceptions to staying within the coverage area. These exceptions will be submitted by VCU Ryan White Programs, and The Contractor shall ensure these transportation services are met despite operating outside the usual coverage area.

c) *Patients*

The Contractor will provide transport for up to 25 patients per day.

d) *Times*

The Contractor will provide transport services 24 hours a day, but typical travel hours occur between 5a.m. and 7p.m. EST.

e) *Pricing*

The Contractor shall secure the lowest available rate and/or fare for any services within the scope of this contract.

f) *Approved Stops*

The Contractor must only provide transportation to and from pick-up and drop-off locations. No other stops will be allowed unless preapproved by VCU Ryan White Program staff as relating to enabling services specific to health care coverage.

g) *Approved Riders*

Patients require pre-approval to have another individual or individuals transported with them. If note of another passenger is not included in the transportation request, the Contractor will not provide transportation services for these unknown passengers.

2. Vehicles and Accessibility

a) *Safety*

The Contractor will ensure each transportation vehicle contains up to date Virginia Inspection documentation.

The Contractor will provide proof that each vehicle is properly insured in the State of Virginia annually.

The Contractor will provide first aid kits in each transport vehicle, and ensure each vehicle meets Virginia standard safety regulations.

b) *Fleet*

The Contractor shall have a minimum fleet size of 15.

c) *Handicap Accommodations*

If patient is handicapped, The Contractor will provide handicap accessible transportation. The Contractor may contract out for this service if they are unable to provide an appropriate vehicle.

3. Drivers

a) *Same Driver*

The Contractor will assign the same driver for round-trip transport for a patient.

b) *Licensure*

The Contractor will ensure each driver is properly licensed in the Commonwealth of Virginia.

c) *HIPAA Regulation*

The Contractor will assure drivers abide by HIPAA Privacy Regulations, which establish protection for patients' personal health information. Drivers will not discuss patients' appearance, name, pick-up location, drop-off location, medical conditions, or any other confidential information to parties apart from the patient, The Contractor, and VCU Ryan White Programs. The driver will treat patients with compassion and respect while transporting them.

d) *Language Option*

If a patient speaks a primary language other than English, and it is clearly stated in the referral, the Contractor will attempt to accommodate that patient with a driver who speaks the same language. A phone app that translates language is acceptable.

e) *Wait Time*

Drivers will wait at the pick-up location for 30 minutes for a patient to arrive, and will then notify the appropriate case manager/requester before leaving if patient does not arrive or make contact within those 30 minutes. This patient trip will be designated a "no-show".

4. Scheduling

The Contractor must be capable of scheduling transport up to three weeks in advance of transportation date.

5. Contact

a) *Emergency Contact*

If The Contractor cannot perform any transportation due to inclement weather or another unforeseen circumstance, The Contractor is to contact West Hospital's ID Clinic phone line 804-628-0153 to inform. The Contractor will also contact Matthew Bare, Assistant Program Director of Ryan White Programs at 804-828-4407. The Contractor is not responsible for arranging later travel to replace this cancelled travel, VCU Ryan White Staff will arrange and request replacement travel at a later date.

b) *Case Managers/Requesters*

The Contractor must establish that each driver will call the case manager who requested service if patient does not arrive to pick-up location within 30 minutes of designated time. Contact information for all case managers will be provided by VCU Ryan White Programs. If case manager name does not appear in the "Case Manager/Requester" box on "VCU Medical Transportation Form", the Contractor is not obligated to make contact to notify of patient no-show. A complete blank "VCU Medical Transportation Form" can be viewed in Appendix B.

c) *Inability to Transport*

The Contractor must notify VCU Ryan White Programs of inability to transport immediately upon receiving request. The Contractor shall notify VCU Ryan White Program's Program Assistant to state this inability.

E. DELIVERABLES

1. List of Deliverables

The Contractor shall provide VCU Ryan White Programs with:

- a. Daily fax confirmations of each individual transport request
- b. Daily confirmation fax listing all requested transport of previous day or confirmed transport scheduled for that day
- c. Weekly Invoicing

2. Confirmations

a) *Daily Individual Confirmations*

The Contractor will supply VCU Ryan White Programs with fax confirming transportation request was received and arranged. This will be indicated at the bottom of each request form in the "To Be Completed By Transportation Company" box with a noted signature, date, and time. This box and a full blank "VCU Medical Transportation Form" can be viewed in Appendix B.

b) *Daily List Confirmations*

The Contractor will supply VCU Ryan White Programs with a fax containing a list of all requested transportation arranged the day before or arranged for the day the list fax is sent. This list should include: Patient Name, Appointment Date, Appointment

Time, and Case Manager/Requester.

3. Invoices

a) *Invoice Inclusions*

On a weekly basis, The Contractor will submit an invoice including patient name, pick-up and drop-off locations, total mileage per trip, price per trip, and any notes regarding that trip. An acceptable invoice format can be viewed in Appendix C.

b) *Total Invoice Amount*

The Contractor will review the total invoice amount noted on the front page and confirm the total is equal to the sum of the fare prices of all transport indicated in that invoice. If the calculated total sum does not match the total sum on the front page, the invoice will be sent back and payment will not be received until error is corrected.

c) *No Shows*

If patient does not arrive at pick-up location within 30 minutes of designated time, or make contact within those 30 minutes of vehicle arrival, The Contractor will indicate the patient's absence in the notes section of the invoice.

F. TERM OF CONTRACT

1. Contract Dates

The anticipated start date of this contract is May 1, 2017. The term of the contract is one (1) year with four (4) optional one year renewal periods.

2. Renewal Options

If VCU Ryan White Program chooses to continue partnering with The Contractor, the contract will be re-examined by representatives of each party, revised, and updated to fit new or existing needs.

3. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period:

If the Commonwealth elects to exercise the option to renew the contract for an additional one (1) year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

G. BUDGET AND PAYMENT

1. Method of Payment

VCU Ryan White Program may pay for transportation purchased through the Contractor by mailed check funded by the Ryan White Program.

a) *Tax-Exemption*

As a non-profit 501c3 tax-exempt non-profit organization (Federal Taxpayer Identification Number: 54-6001758 and Sales Tax Exemption Number: 01-220-1761), the payment made to the Contractor will be tax-exempt.

2. Estimated Budget

VCU Ryan White Program sets an annual transportation budget of \$150,000 annually.

3. Patient Billing

The Contractor shall construct a mechanism in which to bill patients if VCU Ryan White Programs deems them ineligible; and, in effect, unable to receive transport services under the program. In this instance, VCU Ryan White Programs would notify the Contractor of this patient's ineligibility, and it would be the responsibility of the Contractor to confer with the patient to receive payment.

4. Refunds

The Contractor shall not award refunds for transportation to the individual patient, but to VCU Ryan White Programs.

H. SPECIFIC REQUIREMENTS

Proposals should be as thorough and detailed as possible so that VCU Ryan White Program may properly evaluate the Offeror's capabilities to provide the required goods or services.

a) ***Plan for Providing Services:***

1. Provide specific plans for providing service to VCU Ryan White Program's patients located throughout the state. Include plans for delivering tickets, costs or such delivery, express mail costs, toll free phone numbers if available, and plan for obtaining the PO / TA from the departments.
2. Describe your approach to securing the lowest rates available to meet the patient's transportation needs.
3. Provide suggestions that the Contractor could provide VCU Ryan White Program to improve its transportation services.
4. If applicable, identify and list the amount of fees (transaction, processing, service charge, etc.) that may be charged.
5. Identify the location of the office that will provide services and its proximity to VCU Ryan White Programs.

b) ***Qualifications and Experience:***

1. Describe the experience and variety of services provided by your agency.
2. Describe the expertise of your staff and a description of your training and development program, which will assure that all personnel assigned to them perform under any resultant contact, shall be capable and qualified in the work assigned to them.
3. Provide evidence of financial stability
4. Describe service enhancements unique to your agency including franchise agreement
5. Are you a member of a consortium? If so, which one and why did you select that one? Provide a list of services that the consortium provides to your agency.
6. Provide three (3) recent references, either educational or governmental, for who you have provided the type of services described herein. Include the date(s) the services were furnished, the client name, address and the name and phone number of the individual VCU Ryan White Program has your permission to contact.

c) ***Equipment, Systems, Automation:***

Describe your degree of automation, procedures for electronically transferring data, and plans for future enhancements that may provide efficiencies for processing information at VCU Ryan White Program.

d) ***Participation of Small, Women-owned and Minority-owned Business (SWaM Business)***

If your business can not be classified at SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified at SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the DSBSD website at <http://www.sbsd.virginia.gov/>.

I. SAMPLE FORMS

Offerors will provide completed sample forms with completed proposal including:

- Proof of up-to-date inspection of vehicles involved in transport
- Proof of driver licensure
- Invoices
- Daily individual confirmations
- Daily list confirmations
- Customer reports
- Internal forms such as procedures and policies, which your staff is required to follow.
- Rules stating what patients are/are not permitted to do while being transported

The Offeror will attach these forms with proposal in addition to initial meeting to discuss services.

VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. Proposal Submission Instructions:

1. Complete and return page 2 of the RFP. Proposals shall be signed by an authorized representative of the Offeror.
2. Complete and return signed addenda acknowledgments (if applicable).
3. Utilization of the words "shall" or "must" indicates a mandatory requirement. Offerors should respond to each mandatory requirement listed, acknowledging compliance with that mandatory requirement. Additional relevant information may also be provided in response to each item.
4. Submit one (1) original hard copy (paper) document and four (4) copies of the entire Proposal, including all attachments and so designating all proprietary information. The original Proposal must be clearly marked on the outside of the Proposal. Submit one (1) unsecured, electronic copy (on a disc or flash drive) of the entire Proposal including all attachments and EXCLUDING ANY PROPRIETARY INFORMATION. This disc or flash drive must be clearly marked on the outside that it excludes proprietary information.

5. Submit an unsecured electronic copy (on a disc or flash drive) of the entire Proposal, including all attachments and proprietary information.
6. If applicable, the outside of the Proposal must be marked to clearly denote proprietary information is contained in the documents. **Written notice of proprietary information must be submitted as the first page of the Offeror's Proposal.** Notice must specifically identify the applicable portions of the Offeror's Proposal that contain data or materials to be protected and shall state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted, must be identified on the applicable page(s) within the Offeror's Proposal, by some distinct method, such as highlighting, underlining, etc. **The classification of an entire Proposal document, line item prices and/or total Proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the Proposal.**
7. Communications regarding this Request for Proposals (RFP) shall be formal from the date of the issuance for this RFP, until either a Contractor has been selected or the University Procurement Services Department rejects all proposals. Formal communications shall be directed to the University Procurement Department only. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than Procurement Services Department representative may result in the offending Offeror's Proposal being rejected.
8. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. Oral presentations are an option and may or may not be required. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU, on the Offerors presentation team. VCU reserves the right to rescore proposals following oral presentations.

Additional information is available at: <http://go.vcu.edu/procurement-purchasing>

VII. PRICING SCHEDULE:

Offerors shall submit pricing in accordance with "APPENDIX F: "PRICING SCHEDULE."

VIII. EVALUATION AND AWARD CRITERIA:

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the following criteria: Offeror's qualifications and experience; quality of products and services offered; methodology/approach to providing the requirements stated herein; pricing schedule; and the Offeror's status as a Virginia certified SWaM Business or the Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror's performance of the contract. Negotiations shall be conducted with Offerors so selected. After negotiations have been conducted with each Offeror so selected, the VCU shall select the Offeror which, in its opinion, has made the best offer, and shall award the contract to that Offeror. The University may cancel this Request for Proposals or reject Proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular Proposal was not deemed to be the most advantageous (Governing Rules Section 49.D). Should the University determine in writing and in its sole discretion that only one Offeror has made the best proposal, a Contract may be negotiated and awarded to that Offeror. The award document will be a Contract incorporating by reference all the requirements, terms and conditions of the RFP, and the Offeror's response thereto. VCU reserves the right to award to multiple offerors, should such an award benefit the University.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

A. SELECTION CRITERIA

Proposals will be evaluated using the following:

<u>Criteria:</u>	<u>Maximum Point Value:</u>
1. Qualifications and experiences of Offeror in providing goods/services	15
2. Quality of products/services offered and suitability for intended purposes	20
3. Specific plans of methodology to be used to provide the services	20
4. Cost (or Price)	25
5. Participation of Small, Women-owned, and Minority (SWAM) Business	20

IX. REPORTING AND DELIVERY REQUIREMENTS:

By submitting a Proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses to contribute to the establishment, preservation, and strengthening of small businesses, and businesses owned by women and minorities, and to encourage their participation in VCU procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

Use of Subcontractors: If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly so state. VCU is placing an increased emphasis on its SWaM (Small, Women, and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. **Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix 1- Participation in VCU Procurement Transactions Small Businesses and Businesses Owned by Women and Minority.** The Offeror's response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential Subcontractor(s) under the Contract.

**REPORT ON THE PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES
OWNED
BY WOMEN AND MINORITIES**

Unless the Contractor is a DSBSD certified small business, the Contractor shall submit quarterly reports on the direct involvement of Virginia Department of Small Business and Supplier Diversity (DSBSD) certified SWaM Businesses in the performance of the Contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University
Procurement Services Office
Attn: SWaM Coordinator
912 W. Grace Street, POB 980327
Richmond, VA 23284
Email: swamreporting@vcu.edu

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

X. GENERAL TERMS AND CONDITIONS:

- A. PURCHASING MANUAL: This RFP is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the VCU Procurement Services Office. In addition, the manual may be accessed electronically at <http://procurement.vcu.edu/> or a copy can be obtained by calling VCU Procurement Services at (804) 828-1077.
- B. APPLICABLE LAW AND COURTS: This RFP and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION: By submitting their Proposals, Offerors certify to the Commonwealth and to VCU 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 Section 2.2-4311 of the *Virginia Public Procurement Act*. 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*, § 2.2-4343.1).

In every Contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a) Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political

affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related 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.

- b) 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.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their Proposals, Offerors 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 Offeror, 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.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their Proposals, Offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their Proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting 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.
- G. ANTITRUST: By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a Proposal on the official VCU Form provided for that purpose may be a cause for rejection of the Proposal. Modification of, or additions to, the General Terms and Conditions of the solicitation may be cause for rejection of the Proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a Proposal.
- I. PAYMENT:

1. To Prime Contractor:

- a) 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 VCU Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b) Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.
- c) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public institution is being billed.
- d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e) 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, VCU 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 VCU of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a) Contractor awarded a contract under this RFP is hereby obligated:
 - i. To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from VCU for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
 - ii. To notify VCU and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b) The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent 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 VCU, except for amounts withheld as stated in 2. 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 VCU.

J. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions 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.

- K. QUALIFICATIONS OF OFFERORS:** VCU may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to VCU all such information and data for this purpose as may be requested. VCU reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. VCU further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy VCU that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.
- L. ASSIGNMENT OF CONTRACT:** A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the VCU Director of Procurement Services.
- M. CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any one of the following ways:
1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
 2. The VCU Procurement Services Department may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give VCU a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a) By mutual agreement between the parties in writing; or
 - b) By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the VCU's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present VCU with all vouchers and records of expenses incurred and savings realized. VCU shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to VCU within thirty (30) days from the date of receipt of the written order from VCU. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from

promptly complying with the changes ordered by the VCU Procurement Service Office or with the performance of the Contract generally.

- N. **DEFAULT:** In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU after due oral or written notice, 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 VCU may have in law or equity.
- O. **INSURANCE:** By signing and submitting a Proposal under this RFP, the Offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction contracts, if any Subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any Subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify VCU of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the Contract shall be in noncompliance with the Contract.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. VCU must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- P. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this RFP, VCU will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of ten (10) days.
- Q. **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 violation 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 and/ 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 any controlled substance or marijuana during the performance of the Contract.

- R. NONDISCRIMINATION OF CONTRACTORS:** A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- S. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in VCU. The eVA portal is the gateway for vendors to conduct business with VCU Institution and other public bodies. All Vendors desiring to provide goods and/or services to VCU shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Bidders or Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor Transaction Fees are determined by the date the original purchase order is issued and are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - b) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
2. For orders issued July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately thirty (30) days after the corresponding purchase order is issued and payable thirty (30) days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- T. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA).** The Selected Offeror/Vendor acknowledges that for the purposes of this Contract it will be designated as a “school official” with “legitimate educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this Contract for University’s and its students’ benefit, and will not share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by the University.

XI. SPECIAL TERMS AND CONDITIONS:

- A. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. 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 the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- C. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. AWARD OF CONTRACT:**
- 1. AWARD TO MULTIPLE OFFERORS:** Selection can be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (*Governing Rules Section 49-D*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. 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.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.
- E. BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- F. PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- G. PROPOSAL PRICES:** Proposal prices shall be in the form of a firm unit price for each item during the contract period.
- H. CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (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.

- I. **EXTRA CHARGES NOT ALLOWED:** The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- J. **IDENTIFICATION OF PROPOSAL:** The proposal package should be identified as follows:

From: _____

Name of Offeror	Due Date	Time

Street or Box Number	RFP No.	

City, State, Zip Code +4	RFP Title	

Patient Transportation Services / Purchase Officer or Buyer: Earlene Charity.

The package should be addressed as directed on Page 2 of the solicitation.

If a proposal is not clearly identified, the Offeror takes the risk that the proposal 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.

LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intrauniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

- K. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from 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 the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- L. **PREVENTIVE MAINTENANCE:** The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition.
- M. **ADDITIONAL USERS OF CONTRACT:** It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University and Radford University. Upon written request from a VASCUPP institution, the

Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

- N. COMMUNICATIONS:** Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University Purchasing Department rejects all proposals. Formal communications shall be directed to the University Purchasing Department.

Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Purchasing Department representative may result in the offending Offeror's proposal being rejected.

- O. CONTRACT SUMMARY:**

The Contractor must provide to the University within fourteen (14) days after award of contract, an unsecured electronic summary of the contract. All the main features of the contract, including pricing, must be summarized. The contract summary will provide information for authorized users that choose to access the contract.

- P. GRAMM-LEACH-BLILEY ACT:**

The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.

- Q. CRIMINAL BACKGROUND CHECK:**

The Contractor is required to comply with Virginia Commonwealth University's ("VCU") employment policies on criminal conviction investigations.
<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>The Contractor shall perform criminal conviction investigations on all prospective candidates for full time or part time placement at VCU, including newly hired, re-hired, seasonal, and or temporary employees.

XII. CONTRACT ADMINISTRATION:

Upon award of the contract VCU shall designate, in writing, the name(s) of the Contract Administrator(s) who shall work with the contractor in formulating mutually acceptable plans and standards for the delivery, installation and on-going service and/or maintenance that may be required.

- A.** The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work.

- B. All direction and orders from VCU shall be transmitted through the Contract Administrator, or his designee. However the Contract Administrator shall have no authority to order changes in the work which alter the concept or scope of the work or change the basis for compensation to the contractor.

XIII. METHOD OF PAYMENT:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, P. O. Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be made thirty days after receipt of a proper invoice for the amount of payment due, or thirty days after receipt of the goods or services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Legislation.

XIV. SWaM Form

Appendix I: SWaM Form

http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Appendix_1.pdf

Appendix II: Invoicing and Payment Form

http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Appendix_2.pdf

XV. APPENDICES

a. **Appendix A: Virginia Regions Map**

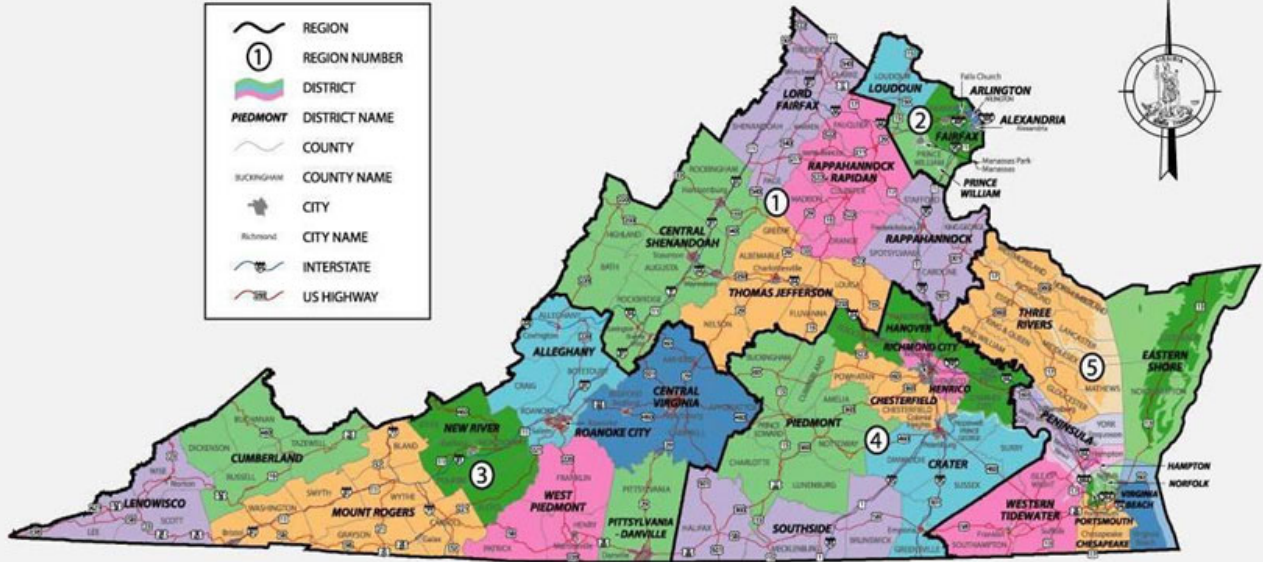
Full Map of Commonwealth of Virginia Health Planning Regions, including the "Central Health District" labeled "4".

Commonwealth of Virginia - Department of Health

Health Planning Region

① Northwest | ② Northern | ③ Southwest | ④ Central | ⑤ Eastern

	REGION
	REGION NUMBER
	DISTRICT
	DISTRICT NAME
	COUNTY
	COUNTY NAME
	CITY
	CITY NAME
	INTERSTATE
	US HIGHWAY



VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF COMMUNITY & PUBLIC RELATIONS - CARTOGRAPHY SECTION - 01/12

b. Appendix B: VCU Transport Request Form
Blank VCU Medical Transportation Request Form,

VCU Medical Transportation Request Form	
Request Date: <input style="width: 100px;" type="text"/>	
Patient Name: <input style="width: 500px;" type="text"/>	
Sex: <input style="width: 80px;" type="text"/>	
<input checked="" type="checkbox"/> Medical Transportation Request to IDB	Funding Source: <input style="width: 150px;" type="text"/>
Date of Appointment: <input style="width: 100px;" type="text"/>	Time of Appointment: <input style="width: 100px;" type="text"/>
How many additional people will accompany patient? <input style="width: 100px;" type="text"/>	
Patient Home Address: (address, city, state, zipcode):	
<input style="width: 200px;" type="text"/>	<input style="width: 100px;" type="text"/>
<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
*Special Instructions (blind, deaf, address change, etc.):	
<input style="width: 500px;" type="text"/>	
Patient Contact Number:	<input style="width: 100px;" type="text"/>
Secondary Contact Number:	<input style="width: 100px;" type="text"/>
Appointment Location: <input style="width: 300px;" type="text"/>	
If other location, please specify:	
<input style="width: 500px;" type="text"/>	
Case Manager/Requester: <input style="width: 300px;" type="text"/>	
Fax #: <input style="width: 100px;" type="text"/>	Phone #: <input style="width: 100px;" type="text"/>
TO BE COMPLETED BY TRANSPORTATION COMPANY:	
Confirmed by: _____	
Date: ___/___/___	Time: _____AM/PM
This referral will be received by _____ All confirmations should be faxed to fax # listed above.	
Updated on 12/01/16	

c. Appendix C: Front Page and Summary Price Page of Invoice

An example of acceptable format for title page and one summary price page of invoice. The summary page includes one normal ride passenger, one one-way ride passenger, one “no-show” passenger, and one cancelled passenger.

INVOICE	
TO: VCU Ryan White Program Project Coordinator Sanger Hall, P.O. Box 980326 1101 East Marshall Street 12 th Floor, Room 12-018 Richmond, Virginia, 23298	FROM: Taxi Company Example 1101 Transport Lane Taxi City, Virginia 23456 Phone: (555) 123-4567
INVOICE NO: YMCA1978	INVOICE DATE: DEC. 20, 2016
Invoice for transportation services provided December 1 st through December 8 th , 2016. (for a breakdown of services rendered, please see attached sheets)	
MCV/ID CLINIC	\$250.15
SPNS/MH	\$0.00
TOTAL INVOICE AMOUNT	\$250.15
TERMS: DUE UPON RECEIPT	
THANK YOU FOR YOUR BUSINESS	

TAXI COMPANY EXAMPLE
 1101 TRANSPORT LANE
 TAXI CITY, VIRGINIA 23456
 TELEPHONE: (555) 123-4567 FAX: (555) 123-4568
 Date: December 20th, 2016
 VCU ID CLINIC

NAME	Pick up time	Drop off time	Notes	Miles	Rate
VCU/IDC 12/01/2016 Jane Doe 500 Red Panda Street Richmond, VA 804-852-9630	0700	0750		50.5	\$100.00
Jane Doe 1200 E. Broad Street Richmond, VA	1150	1210		50.5	\$100.00
VCU/IDC 12/01/2016 John Doe 1200 Orange Peel Lane Richmond, VA 555-012-7412	1625	1710	One way home only	31.6	\$40.15
John Doe 1200 E. Broad Street Richmond, VA	N/A	N/A		-0-	-0-
VCU/IDC 12/02/2016 Marion Cotillard 4500 Roundabout Drive Richmond, VA 804-456-1230	N/A	N/A	Driver arrived, unable to reach Ms. Cotillard by phone or at the door. S/w (Case Manager) whom released driver.	-0-	\$10.00
Marion Cotillard 4500 Roundabout Drive Richmond, VA	N/A	N/A		-0-	-0-
VCU/LINC 12/05/2016 James Bond 123 Secret Agent Street Richmond, VA 500-951-7536	N/A	N/A	CANCELLED Per Mr. Bond @ 2:05pm	-0-	-0-
James Bond 123 Secret Agent Street Richmond, VA	N/A	N/A		-0-	-0-

d. Appendix F: Pricing Schedule

APPENDIX F - PRICING SCHEDULE

**Pricing Schedule: Offeror's to complete pricing schedule for Part A through Part C listed below:
(Note that the lower the price the higher the score)**

Part A: Mileage rate (Weight 20 points):

A. Contract Price:	\$ -
B. Discount From Contract Price:	\$ -
C. Total Cost:	\$ -

Part B. Fixed Cost for Handicap Vehicle use (Weight 5 points):

A. Contract Price:	\$ -
B. Discount From Contract Price:	\$ -
C. Total Cost:	\$ -

Part C. Exceptions

*****Note***** Should you charge or bill at a higher rate based on a specific distance, indicate the distance and the cost per mile.

A. Contract Price:	\$ -
B. Miles exceeding :	

OFFERORS DO NOT FILL OUT THIS SECTION:

SCORING PROCEDURES FOR EVALUATING PRICE (OFFERORS DO NOT FILL IN THE BLANKS):

Pricing Scenario: Scores for price are based on the following method:

(Note that the lower the price, the higher the score.)

SCORE= LOWEST PRICE X WEIGHT VALUE / OFFEROR'S PRICE

Scoring Criteria:

25 total points possible (PART A=20 points + PART B=5 points)

	Total Prices	Weighted Value (Lowest Price to receive full weight):	Scores
Total for Part A:		20	
Total for Part B:		5	
		25	
		TOTAL SCORE (A+B)=	



ADDENDUM NO.1 TO ALL OFFERORS:

Date: April 11, 2017

Reference - Request for Proposals: RFP# 7385698EC

Title: Patient Transportation Services

Issue Date: March 21, 2017

Proposal Due: April 21, 2017 at 2:00 PM, EST.

The Addenda includes the following information:

Questions and Answers

Question #1

Would we be able to consolidate patient pickups to reduce error?

Answer #1

No.

Question #2

Based on the need for 24/7 pickup, how many pickup were after hours?

Answer #2

I do not have record of after-hour pickups. However, we know that patient may be at the clinic/hospital after the clinic has closed at 6PM.

Question #3

Is the need based on 5am - 7pm Mon-Fri or Sat-Sun?

Answer #3

Monday-Friday

Question #4

Average distance between trips?

Answer #4

Average ranges from <5 miles and >60 miles.

Question #5

Eligibility of the patient to receive VCU trans. service?

Answer #5

Patient must meet certain annual/six month qualifications that require proof of income, residency, and insurance. Other eligibility factors include HIPAA protected information.

Question #6

Is there a current contractor(s) for this service? If so, please state name of contractor(s)?

Answer #6

We have used local taxi/cab companies in the past such as Veterans Cab Company, Hampton's Transportation Company, Your Taxi, Grace Transportation and others. This is the first RFP for this service.

Question #7

What are the current rates for the trips being provided by the current provider(s)?

Answer #7

Below the maximum allowable rate per mile as defined by the Commonwealth of Virginia Department of Transportation.

Question #8

p.5 V.C.2. We understood in the pre-bid conference that additional trip data may be unavailable. However, it will be extremely helpful in reducing the cost if we can see more details about the times, locations, and length of trips. If all we have are averages or totals, but with the possibility of very long/short or late after-hours trips, it will be more challenging to present the lowest cost that would be possible knowing the details. If available, please provide the most recent 90 days of trip data including as many of the following fields as possible. If you do not have all of these fields, the most important are (a) – (d):

- a. Trip Date
- b. Pick-Up Time
- c. Pick-Up Address (including street name, city, zip – specific address not required)
- d. Drop-Off Address (including street, city, zip)
- e. Drop-Off Time
- f. Mileage
- g. Number of riders on vehicle

- h. Was trip a No-Show
- i. Was trip paid by VCU

Answer #8

Unable to pull this information due to data storage/ sharing restrictions.

Question #9

How many No-Shows have occurred in the past 90 days of completed service?

Answer #9

On average, no more than four per week.

Question #10

In the past 90 days, how many trips were provided on weekends between 7pm Friday and 5am Monday?

Answer #10

Unable to pull this information however, this is not a common occurrence, if at all.

Question #11

In the past 90 days, how many trips were provided between 7pm and 5am on weekdays?

Answer #11

Unable to pull this information however, this is not a common occurrence, if at all.

Question #12

p.7 V.D.3.a) As suggested in the pre-bid meeting, assigning the same driver for both legs of the trips will sometimes be logistically difficult. This may significantly add to the cost of the trips due to D.O.T. regulations, driver schedules, and other trips in the system. Will VCU consider removing this requirement for a contractor that provides uniformed, trained, drivers with photo identification badges, and vehicles that all have the same color scheme and logo, as long as important patient information is clearly communicated to the second driver?

Answer #12

Contractor should attempt to provide continuity. It is not a requirement. When evaluating proposals a factor that will be considered is the contractor's ability to accommodate patient requests for the same driver.

Question #13

p.7 V.D.3.e) Please specify the following information:

- a. Will the contractor be allowed to decide the pick-up time and communicate that time to the customer to make sure that the customer is picked-up and delivered to their destination in time for their appointment?
- b. 30 minutes of "Wait Time" is expensive, and we would like to provide an affordable, efficient service to VCU with reduced wait times. When does the 30 minutes of "Wait Time" start?
- c. If the vehicle arrives 30 minutes before the scheduled Pick-Up Time, can the vehicle be permitted to depart at the Pick-Up Time and be paid for a No-Show?
- d. If the vehicle arrives at or after the scheduled Pick-Up Time, does the vehicle still need to wait 30 minutes before departing and being paid for a No-Show?

Answer #13

- A. Yes
- B. From the time the driver has communicated he/she will pick up the customer or as soon as the driver arrives, if late.
- C. The contractor should attempt to arrive at the time communicated to the customer.
- D. A no show can be charged if the patient refuses service and/or does not within 30 minutes of the scheduled pick up time or driver arrival.

Question #14

p.8 V.E.1.b. Does this refer to different lists (1. List of requests for previous day and 2. Confirmed transport scheduled for that day)?

Answer #14

Two separate faxes are being discussed here. 1. A confirmation that the faxed transportation request was received and scheduled that goes back to the requestor. 2. A list of all transportation faxed for the previous day that goes directly to the transportation coordinator.

Question #15

p.8 V.E.1.b. By what time does VCU require that the list(s) be faxed?

Answer #15

Confirmation should be faxed immediately. Daily list of transportations arranged should be sent prior to 9:00AM, the following day.

Question #16

p.8 V.E.2. a) and b) These appear to be redundant with p.8 V.E.1.b. above. If VCU is requesting a different report/list than in p.8 V.E.1.b. above, please state difference in reports/lists and/or times they are due

Answer #16

V.E.1.a-c lists each deliverable. The sections immediately break down each deliverable with more detail.

Question #17

p.9 V.F.3. The CPI-W does not consider the price of fuel. If the CPI-W stays flat, but fuel prices spike or drop, the CPI-W does not accurately reflect the change in cost of the service. A responsive provider may need to 'hedge' the trip pricing to compensate for possibility of a spike in fuel, and VCU could lose the opportunity to receive a reduction in pricing if the fuel price drops. Will VCU consider choosing another CPI index that accounts for fuel, like the "CPI-U sub-item Transportation Services, not seasonally adjusted"?

Answer #17

No. However, participating VASCUPP institutions can elect the index that best meets their needs.

Question #18

p.9 V.F.3. Will VCU consider allowing a "Fuel Adjustment" mechanism that will adjust the trip costs up OR down on a weekly, monthly, or quarterly basis based on a contract start-date base line and a fuel index like the U.S. Energy Information Administration's petroleum/propane index? This is one used for Henrico, Chesterfield, and the V.A. Medical Center:

http://www.eia.gov/dnav/pet/pet_pri_spt_s1_d.htm

Answer #18

No. However, participating VASCUPP institutions can elect the index that best meets their needs.

Question #19

p.10 V.G.3. Patient Billing In the pre-bid conference, VCU stated that there had been 25 – 40 patients in the last year that had been retroactively denied payment, i.e. that VCU had faxed a trip request/authorization form, the provider completed the trip, but later VCU deemed that the client was ineligible for payment by VCU. This is very concerning and costly for potential contractors for

obvious reasons. If VCU maintains this requirement, a responsible contractor may need to increase the trip rate to cover the cost of the lost trips.

a. Will VCU consider removing this requirement, and instead agree to pay for trips requested by their case managers and provided by the contractor?

b. Please verify and state the total number of trips and no-shows in the last 12 months that were completed by a contractor but were NOT paid by VCU?

c. If VCU does not remove this requirement, will contractor have right to refuse transportation for any client that owes trip fees?

Answer #19

- a. No.
- b. VCU paid all trips.
- c. Yes.

Question #20

p.11 V.I. Sample Forms: One of the requirements listed here is for company forms, policies, and procedures. Many providers' forms, policies & procedures are very large documents. Ours would add over 100 pages to each proposal copy. Will VCU please remove the requirement of including internal forms, procedures, and policies in the proposal, and change this to requiring that these documents must be turned in before a contract is signed or awarded?

Answer #20

All sample forms included with the proposal will be reviewed as part of the proposal process.

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,


Earlene Charity, Senior Buyer
Procurement Services

I hereby acknowledge receipt of Addendum #1 for RFP# 7385698EC- Patient Transportation Services

Your Tax, Inc

Name of Firm

Kevin A. Barrett, CEO

Signature/Title

4/18/2017

Date

PROPOSAL

From:

Your Taxi, Inc.
9409 Hull Street Road
North Chesterfield, VA 23236-1200
PHONE: (804) 447-1393

Due Date: April 21, 2017, 2:00 PM
RFP #: 7385698EC
RFP Title: Patient Transportation Services
FAX: (804) 477-3263

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QUALIFICATIONS AND EXPERIENCE

Background and Core Competencies

Your Taxi, Inc. has been providing ambulatory transportation throughout Richmond VA and its suburbs since 2013. We have grown significantly over the past two years alone, primarily due to our reputation for customer care and client respect. We continually hear from customers how much they appreciate the way they are treated and our drivers are very caring. We have built upon this reputation for excellence and treat each and every client with the same care and respect.

We continually keep our drivers trained in both customer care and safety in patient transport. All drivers must complete training in both areas annually. We also screen each of our drivers to ensure clean and safe driving records, as well as conducting extensive background checks before being considered for employment. We believe the dedication and commitment to quality care is in the heart and mind of each one of our drivers therefore offering something unique in this industry. Most of our drivers have been driving for many years and are experienced beyond normal standards.

Because our drivers are personable and caring, they are often requested by name. We try to make every effort to provide clients with their requests when possible. Whenever possible we try to dispatch the same driver for both legs of each trip because of the recognition and familiarity factor with the patient. It is not always possible to do this, however we make every effort to keep it a comfortable environment for the patient.

Corporate Structure

Your Taxi, Inc., has seen consistent growth for the past two years, and our financial stability has become more secure, allowing us to add additional staff, drivers, upgraded equipment and vehicles. With a sluggish market and vulnerable industry such as transportation, we feel we are offering high quality service and customer care that reaches outside of the box. Evidence of our financial stability can be reviewed in the attached letters from the banks we have been working with for years.

Consortiums

Your Taxi, Inc is a member of the Better Business Administration and have proudly maintained an A+ rating. We are also members of TLPA (Taxicab, Limousine & Paratransit Association). We remain affiliated with many of the greater Richmond Public Service Organizations in person and through a social media presence.

Insurance Coverage

Your Taxi, Inc. maintains insurance coverage limits that meet or exceed the State of Virginia laws governing taxi companies. These mandates include employer liability, commercial general liability, automotive liability and workman's compensation. See attached certificates of coverage.

Driver Qualifications

All of our drivers possess a license issued by the Commonwealth of Virginia as well as a taxi driver permit issued by the Richmond City Police Department which is displayed prominently inside each of their vehicles. All of our drivers have been fully trained in their responsibilities as a driver providing transportation, as well as patient safety, road safety, and HIPAA regulations. Our drivers respect the privacy and concerns of each and every patient and show complete compassion and care respectively. Language barriers can also be challenging to some, however, we have a number of drivers that are proficient in several languages and several of them have language translation applications on their cell phones so it is never an issue with our drivers.

Qualifiers and Deliverables

Our fleet consists of 17 vehicles, 2009 or newer. 15 of our vehicles are Ford Crown Victoria models which are roomy with a comfortable ride. We also have one Chevrolet Impala, and one Honda passenger van. All vehicles are regularly maintained and inspected internally, locally, by the Richmond Police Department and by the Commonwealth of VA annually. We added the van to facilitate patients with mobility problems that cause discomfort when getting into a lower vehicle. It also allows us to provide transportation for patients who attend monthly meetings and seminars or workshops on weekends.

All vehicles are equipped with first aid kits, fire extinguishers, glass break/seat belt cutter, medical hazardous waste clean-up kits, and all drivers are trained and experienced in using each of the items listed above.

Our GPS tracking system is installed in all of our vehicles enabling us to follow the progress of each patient to and from their appointments, as well as providing real time arrival estimates for the patient and VCU Ryan White.

We continue to monitor technology improvements and make the appropriate upgrades when needed. Our ability to track and communicate with our drivers at any given time is just one of our benefits in offering exceptional client care.

Wait Times

Our drivers will wait at the pickup origin up to thirty (30) minutes for a patient to arrive. Every attempt is made to make contact with the patient using the contact number provided. If no contact can be made after 30 minutes, we will attempt to call the case worker listed on the order and will record the trip as a “no show”.

Events of Emergency or Bad Weather

In the event of an emergency closing, Your Taxi, Inc. will notify the Clinic by phone as well as contacting Matthew Bare, Assistant Program Director of Ryan White Programs. Since Your Taxi, Inc., operates 24/7, there are only rare instances where this could occur due to bad weather or hazardous road conditions.

SERVICES AND PROCEDURES

Order Processing and Verification Practice

- The following protocol is utilized to validate all orders received, and verify them for accuracy.
- Order is received
- Confirmed by Your Taxi via; signature, date and time stamp.
- Confirmation is recorded on daily confirmation list
- Confirmed order is faxed back to Clinic as well as the Case Worker noted on the order.
- Copy of the order is made and filed by date, a second copy is retained at the dispatch desk as a means of double checking for accuracy and to prevent lost orders or tickets. When the order is processed internally the duplicate is removed from pending orders. This system has guaranteed us approximately 98% total accuracy in our order processing.

Invoicing, Refunds and Billing Procedures

Invoicing is completed weekly. All billing is done through our in-house accounting department and finalized every Friday by 6:00 pm. Invoices will include all service performed for the week prior and are mailed out the following Monday. Any invoicing questions can be directed to Karen Barrett by calling (804) 447-1393 or emailing yourtaxiinc@gmail.com.

RATES & PRICING

This proposal is based on \$1.75 per mile with a \$10.00 minimum trip charge for any trip originating in our local operating area and staying in our local operating area. Our normal operating region includes the areas of Richmond, Chesterfield and Henrico.

Rate calculations are decided based on using “Bing Maps” and selecting the shortest distance to set a rate.

Below is an example of a trip that would be run in our normal operating area, originating from the pickup address to the drop off address:

Example

Origin	Destination	Miles	Rate
5209 Williamsburg Road, Sandston, Va	1200 East Broad Street, Richmond VA	5.7	\$10.00

Trips that originate outside of our operating area and come back in to our operating area will be charged from the pickup address to the drop off address.

Example

Origin	Destination	Miles	Rate
142 Callaway Lane, Farmville, VA	1200 East Broad Street, Richmond VA	63.7	\$111.50

NOTE: **Trips that originate outside of our operating area and are staying outside of our operating area will be run from our corporate office located at 9409 Hull Street Road, North Chesterfield, Va to the pickup address to the drop off address.

Cancellation Rates:

In town cancellations will be \$10.00
 Out of town cancellations will be run from 9409 Hull Street Road, North Chesterfield, Va to the pickup address.

Wait time: 15 minutes FREE wait time upon arrival – then \$.50 per minute thereafter.

"YOUR" TAXI, INC.

May 19, 2017

Ms. Earline Charity
Virginia Commonwealth University
912 W. Grace Street, 5th Floor
Richmond, Virginia 23284-0327

RE: RFP# 7385698EC

Dear Ms. Charity,

To follow up on our telephone conversation, I have attached the corrected example pricing sheet for Mock Patient #4 (mileage change).

Also, I have attached our Best and Final Offer (Rates & Pricing) with the revision on wait time. It is company policy to state wait time pricing; however, I do not believe we have ever invoiced VCU for wait time and there have been occasions where we have waited an hour or more at the patients home for them to get ready. What normally happens when a patient is not at their pick-up location or not ready, we call the case manager to advise and request instructions. If the case manager is not available, we wait the allotted time and release the driver.

There is another benefit we offer to the employee's of the VCU Departments we do business with, we honor the contract pricing for transportation for their personal use, all they have to do is show their VCU identification.

Thank you again,



Karen Barrett, CEO

9409 HULL STREET ROAD, SUITE F-2, NORTH CHESTERFIELD, VIRGINIA 23236

PHONE: 804-447-1393

RATES & PRICING (REVISED MAY 18, 2017)

This proposal is based on \$1.75 per mile with a \$10.00 minimum trip charge for any trip originating in our local operating area and staying in our local operating area. Our normal operating region includes the areas of Richmond, Chesterfield and Henrico.

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NOTE: **Trips that originate outside of our operating area and are staying outside of our operating area will be run from our corporate office located at 9409 Hull Street Road, North Chesterfield, Va to the pickup address to the drop off address.

Cancellation Rates:

In town cancellations will be \$10.00

Out of town cancellations will be run from 9409 Hull Street Road, North Chesterfield, Va to the pickup address.

*Wait time: 30 minutes FREE wait time upon arrival – then \$.50 per minute thereafter.

Wait time revised 5/18/2017.

YOUR TAXI, INC.
 9409 HULL STREET ROAD Suite F2
 NORTH CHESTERFIELD, VIRGINIA 23236
 TELEPHONE {804} 447-1393 FAX {804} 477-3263
 Date: May 5, 2017

NAME	Pick up time	Drop off time		Miles	Rate
VCU 05/05/2017 Mock Patient#1 607 Sullivan Street Blackstone, VA 23824 (804) 555-1122	9:30AM Pick Up	11:30AM	12:00PM Appointment	57.5	\$100.65
Mock Patient#1 1200 East Broad St Richmond VA 23298	Will Call			57.5	\$100.65
VCU 05/05/2017 Mock Patient#2 71 Ellington Street Emporia, VA 23847 (804) 555-1122	7:00AM Pick Up	9:30AM	10:00AM Appointment	69.6	\$121.80
Mock Patient#2 1200 East Broad St Richmond VA 23298	Will Call			69.6	\$121.80
VCU 05/05/2017 Mock Patient#3 720 Hamilton Ave Colonial Heights, VA 23834 (804) 555-1122	8:00AM Pick Up	9:00AM	9:30AM Appointment	22.0	\$38.50
Mock Patient#3 1200 East Broad St Richmond VA 23298	Will Call			22.0	\$38.50
VCU 05/05/2017 Mock Patient#4 970 Love Town Road Buffalo Junction VA 24529 (804) 555-1122	6:00AM Pick Up	8:00AM	8:30AM Appointment	117.4	\$205.45
Mock Patient#4 1200 East Broad St Richmond VA 23298	Will Call			117.4	\$205.45

Mock Patient #4 – Mileage Correction

YOUR TAXI, INC.
 9409 HULL STREET ROAD Suite F2
 NORTH CHESTERFIELD, VIRGINIA 23236
 TELEPHONE {804} 447-1393 FAX {804} 477-3263
 Date: May 5, 2017

VCU 05/05/2017 Mock Patient#5 220 Jade Road Richmond, VA 23236 (804) 555-1122	7:00AM Pick Up	7:45AM	8:00AM Appointment	10.9	\$19.10
Mock Patient#5 1200 East Broad St Richmond VA 23298	Will Call			10.9	\$19.10
VCU 05/05/2017 Mock Patient#6 11105 Arbor Green Drive Chesterfield, VA 23831 (804) 555-1122	8:00AM Pick Up	8:45AM	9:15AM Appointment	17.6	\$30.80
Mock Patient#6 1200 East Broad St Richmond VA 23298	Will Call			17.6	\$30.80
VCU 05/05/2017 Mock Patient#7 5900 Gate House Drive Glen Allen, VA 23059 (804) 555-1122	7:00AM Pick Up	7:45AM	8:00AM Appointment	17.2	\$30.10
Mock Patient#7 1200 East Broad St Richmond VA 23298	Will Call			17.2	\$30.10

"YOUR" TAXI, INC.

FAX COVER SHEET

TO: EarLine Charity
828-7837

DATE: 5/19/17

FROM: Karen Barrett

SUBJ: RFP# 7385698EC

CONFIDENTIALITY STATEMENT

The information contained in this facsimile transmittal from Your Taxi, Inc. is intended only for the personal and confidential use of the designated recipient(s) named above. If you are not the intended recipient, you should not read past this page, and any disclosure, writing, distribution or use of this information is prohibited. If you receive this transmittal in error, please notify us immediately so we can arrange retrieval of the faxed document(s).

PAGE 1 OF 4 PAGES

"Your" Taxi, Inc.

9409 Hull Street Road, Suite F-2
North Chesterfield, VA 23236
PH: (804)447-1393
FX: (804-477-3263
www.yourtaxirichmondva.com

May 31, 2017

Earlene Charlty, Senior Buyer
Procurement Services
Virginia Commonwealth University
1200 E. Broad Street
Richmond, Virginia 23298

RE: RFP#7385698EC

Dear Ms. Charity,

Thank you for your response requesting clarification of wheelchair transportation pricing that was included in our letter we sent over on May 9, 2017.

Example:

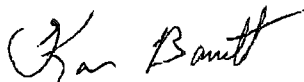
Up to 10 miles.....	\$65.00 + \$13.00 (20%) = \$78.00
50 miles.....	\$65.00 + \$100.00 (\$2.00/mile) + \$33.00 (20%) = \$198.00
60 miles.....	\$65.00 + \$180.00 (\$3.00/mile) + \$49.00 (20%) = \$294.00

Per our telephone conversation regarding proprietary information, any personal information pertaining to the owner of Your Taxi would be proprietary as well as financial information pertaining to Your Taxi, Inc.

Thank you for explaining that our pricing for transportation would need to be shared with other departments and locations within VCU, therefore, our pricing would not be considered proprietary for VCU's internal use.

Thank you again for the opportunity to provide the above information and I look forward to working with you in the future.

Sincerely,



Karen Barrett
CEO

"YOUR" TAXI, INC.

FAX COVER SHEET

TO: Earlene Charity
828-7837

DATE: 6/1/17

FROM: Karen Barrett

SUBJ: RFP# 7385698 EC

Hi Ms. Earlene,
I tried to address the things we discussed by
phone last Friday. IF I left anything out or
should you need additional information, please
give me a call at your convenience.

Thank you Ms. Earlene,
K

CONFIDENTIALITY STATEMENT

The Information contained in this facsimile transmittal from Your Taxi, Inc. is intended only for the personal and confidential use of the designated recipient(s) named above. If you are not the intended recipient, you should not read past this page, and any disclosure, writing, distribution or use of this information is prohibited. If you receive this transmittal in error, please notify us immediately so we can arrange retrieval of the faxed document(s).

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**VIRGINIA COMMONWEALTH UNIVERSITY
NEGOTIATION MODIFCATION SUMMARY**

RFP #7385698EC Patient Transportation Services

DATE: May 19,2017

BUYER Earlene Charity, Senior Buyer.

ALL formal procurements involving negotiation will be summarized into a single document. This document shall specify the final outcome when negotiations have concluded and final agreements have been made.

All emails, records of phone calls, conference discussions and any other communication method used to conduct negotiations shall be saved as part of the supporting documentation for the formal procurement, but only the summary will be submitted with the contract documents being presented for signature.

SUMMARY OF NEGOTIATIONS:

Offeror: Your Taxi Inc.

- **Your Taxi provided written clarification responses.**

The wait time	30 minutes free wait time upon arrival then \$.50 per minute thereafter
Cancellation Rates	In town cancellations will be \$10.00. Out of town cancellations will be billed from 9409 Hull Street Road, North Chesterfield, VA to the pick-up address
Rate Calculation	Based on Bing Maps and selecting the shortest distance
Base rates	Proposal is based on \$1.75 per mile with a \$10.00 minimum trip charge for any trip originating in our normal operating area region which includes Richmond, Chesterfield and Henrico Counties

- **Best and Final Offer (BAFO):**

**Total Contract Estimated Amount: \$100,000.00
(Contract amount is an estimate not a guarantee of work)**