

Kentucky River Foothills Development Council, Inc.

309 Spangler Drive, Richmond, KY 40475
Phone 859-624-2046

Advertisement for Request for Proposal (RFP)

Public Transportation NEMT Dispatch Software

Kentucky River Foothills Development Council, Inc. (known as KRFDC) is requesting to accept proposals from dispatch software companies for NEMT Transportation Dispatch Software to replace KRFDC's current dispatch software. Due to inadequate response times and software support, KRFDC is in need of an updated and innovative dispatch software company that can improve KRFDC day-to-day transportation operations and services to better serve our community residents, partners, and staff. Further information is found below.

Description of the Scope of Work

The project scope for Kentucky River Foothills Development Council, Inc. dba Foothills Express includes the full implementation of replacing old dispatch software with new dispatch software for a Public Transportation agency that provides transportation services, which include, curb-to-curb and door-to-door demand response, NEMT Medicaid transportation, deviated-fixed routes, University bus routes, and Intercity services. Since 1986, Foothills Express serves in the Kentucky Appalachian Counties of Clark, Estill, Madison, Montgomery, and Powell. Foothills Express strives to meet the known transportation needs in the counties in which it serves. Foothills Express currently utilizes a fleet of 60 vehicles. The fleet consists of accessible shuttle buses that range from 10-passenger to 28-passenger buses, 8 and 12-passenger transit vans, caravans with accessible ramp, and SUVs for support/staff vehicles.

Proposal Due Date & Submittal Requirements

Issue Date: August 31, 2022

Inquiries

Applicable terms and conditions herein shall govern communications and inquiries between KRFDC and vendors as they relate to this RFP. Inquiries, questions, and requests for clarification related to this RFP are to be directed in writing (mail or email) to:

Tyler Burris
Transportation Director
309 Spangler Drive
Richmond, KY 40475
859-624-2046 ext. 1102
tburris@foothillscap.org

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Proposal Format

1. Title Page
2. Table of Contents
3. Executive Summary (5 pages' maximum) – Including Specifications
4. Description of Organization and Qualifications
 - a. Experience on Similar Projects (Client References)
 - b. Is there any pending litigation regarding any aspect of the technologies requested? If so, describe.
 - c. Ownership structure.
 - d. Demo appointment upon request.

Closing Date

Proposals must be received no later than 5:00 p.m. E.S.T., **September 30, 2022** and addressed to:

KRFDC
Attn: Tyler Burris
309 Spangler Drive
Richmond, KY 40475

Proposals not received by the time and date stated shall not be considered.

4.2 – Functional Specifications - Demand-Response Transportation Management System

	YES	NO	COMMENTS
Company			
Proven Software Solution			
Cloud Web based solution with Unlimited Seats			
Flexible payment options			
Features			
Ability to quickly book trips from pick up to drop off			
Automatic client look-up feature			
Calculates distances and displays trip flow on a digital map			
Create templates for repeat (Standing Order) trips allowing for quick routing			
Assign runs based on drivers and vehicles			
Search for client records and Edit records within seconds			
Live interaction on dispatch module that offers real-time update trips, ETA's and vehicle/driver locations as the day goes on.			
Ability to have an Auto-dispatching/batch scheduler to optimize trips and to identify multi-load and customizable opportunities			
Ability to import Medicaid Broker trips from CSV file directly into the software			
Ability to track funding sources			

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	YES	NO	COMMENTS
Track client information: Name, Address, Contact details, Gender, Birth Date, Disability, Mobility Aids			
Register new passengers quickly by capturing information about addresses, phone numbers, disability type, fares, payment options, funding source and more			
Fleet Maintenance			
Customizable Fleet Maintenance module that will allow each vehicle profile to detail all information for that particular vehicle.			
Customizable Pre and Post-Trip Inspection Checklist in Driver App that will automatically update to the maintenance system module.			
Ability to have automated alerts/notifications to let the Fleet Manager know when critical items are selected and/or expire			
Ability to create alerts/notifications to track routine maintenance on each vehicle			
Reporting			
Trip reports: Completed, cancelled, missed and no shows			
Productivity reports: number of vehicles in use, hours, mileage, ridership			
Operational Reports: Daily operations, NTD Standard, Manifests			
Options to create your own reports			
Ability to export reports in multiple formats: Excel, PDF, Word, or CSV			
Mapping			
Ability to view scheduled routes			
Ability to view street names			
Ability to view passengers' pick up and drop off locations			
Support			
Direct access to support Monday-Friday 5am-7pm			
Ability to contact support via web and phone			
Additional Options: Preferred, but not required			
Deviated Fixed-Route Module			
Ability to give real-time ETA and location updates to dispatch/admin of the vehicles			
Ability to customize data fields and to collect number of passengers' boarding at each stop and total amount per day			
Daily record keeping that is integrated into the admin software for reports			
Ability to add deviation stops into a route schedule (System must deny deviation if the distance is greater than ¾ of a mile and allow a demand response trip to be scheduled)			
Mobile Application			
Driver App: Web based software with driver apps that are available for Android & iOS devices			
Passenger App: White labeled passenger app which includes a mobile ticketing option, track buses, estimated ETA, and deviated-fixed route bus stops and tracking (preferred, but not			

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required).			
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Federal Certifications

Federal Model Clauses

Bidder must complete all applicable sections of the Federal Model Clauses that are included as a part of this invitation. Any forms for each applicable section including section 32 Certification must be completed & included with the proposal submission.

APPENDIX F/ATTACHMENT D
Section 5311/5310/5307/5339
Subrecipient Agreement/Vendor Agreement/Bid Package
Federally Required and Model Contract Clauses
TABLE OF CONTENTS (Appendix F - Governing Documents)

These Federally Required and Model Contract Clauses are for *Software Proposal Company*, hereinafter referred to as the Subrecipient.

A.1 - Federally Required and Other Model Contract Clauses

- | | |
|---------------------------------------------------|-----------------------------------------------------------------------|
| 1. Fly America Requirements | Act |
| 2. Buy America Requirements | 18. [Reserved] |
| 3. Charter Bus and School Bus Requirements | 19. No Government Obligation to Third Parties |
| 4. Cargo Preference Requirements | 20. Program Fraud and False or Fraudulent Statements and Related Acts |
| 5. Seismic Safety Requirements | 21. Termination |
| 6. Energy Conservation Requirements | 22. Government-wide Debarment and Suspension (Nonprocurement) |
| 7. Clean Water Requirements | 23. Privacy Act |
| 8. Bus Testing | 24. Civil Rights Requirements |
| 9. Pre-Award and Post Delivery Audit Requirements | 25. Breaches and Dispute Resolution |
| 10. Lobbying | 26. Patent and Rights in Data |
| 11. Access to Records and Reports | 27. Transit Employee Protective Agreements |
| 12. Federal Changes | 28. Disadvantaged Business Enterprises (DBE) |
| 13. Bonding Requirements | 29. [Reserved] |
| 14. Clean Air | 30. Incorporation of Federal Transit Administration (FTA) Terms |
| 15. Recycled Products | 31. Drug and Alcohol Testing |
| 16. Davis-Bacon and Copeland Anti-Kickback Acts | 32. Certification of Compliance |
| 17. Contract Work Hours and Safety Standards | |

DBE bid opportunity list

Per FTA requirement each contractor & subcontractor is required to fill out a Bid Opportunity List for their company and submit it with the proposal. The Bid Opportunity form is attached to this document.

Sam.Gov Registration

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The awarded vendor needs to be registered and be in good standing on Sam.gov website to be awarded the contract.

Clauses and Certifications

Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, USDOT DBE 49 CFR Part 26, specifically §26.29, which includes:

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Subrecipient. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Subrecipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

Indemnification

Proposer must agree to save, keep, and bear harmless and fully indemnify any Purchaser and any of its officers from all damages, costs, or expenses in law or equity, that may at any time arise or to be set up, for any infringement of the patent rights of any person or persons in consequence of the use by a Purchaser or by any of its officers or proposal coordinators, of articles supplied under contract, arising from proposals submitted and which a Purchaser gives the contractor notice in writing of any such claims or suit and provides necessary cooperation for the defense of said claim or suit.

Brand Name/Salient Characteristic Clause

In accordance with USDOT/FTA requirements, brand names, Basis of Design, or equal descriptions, are used as a means to define the performance or other salient characteristics of procurement. In the RFP, even if the phrase or approved equal is inadvertently omitted, it is implied after any brand name.

General Nondiscrimination Clause

In connection with the performance of Work provided for under this Contract, the Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of people in any manner prohibited by federal, state or local laws.

Assignability Clause

Each party reserves the right to engage in a transfer of ownership or assign contractual obligations and rights to a different contracting party.

Veterans

Recipients shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This hiring preference shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is

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a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

No Geographical Preference

Procurements shall be conducted in a manner that prohibits local geographical preferences in the evaluation of bids or proposals. Nothing in this section preempts State licensing laws.

Appeals / Protest Procedures

The KRFDC, shall have the authority to determine protests and other controversies of actual or prospective Proposers in connection with the solicitation or selection for award of the RFP or Contract.

Any actual or prospective Proposer, who is aggrieved in connection with the solicitation or selection for award of the RFP or Contract, may file protest via Certified Mail with the KRFDC. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addresses to:

Kentucky River Foothills | Foothills Express
309 Spangler Drive,
Richmond, KY 40475

The KRFDC shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken. The decision by the KRFDC shall be final and conclusive.

Governing Law and Choice of Forum

Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of the Commonwealth of Kentucky which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful proposer from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the proposer agrees to subject himself to the jurisdiction and process of the courts of the Commonwealth of Kentucky as to all matters and disputes arising or to arise under the contract and the performance thereof. Including any questions as to the liability for taxes, licenses or fees levied by the state.

Compliance with Laws and Regulations

Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, FTA regulations, policies, procedures and directives, including those listed directly or by reference in the agreement between the Agency and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Onsite Visits

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KYTC & FTA reserve the right to visit the work site at any time during the contract period.

Access to Records

Both KYTC & FTA will retain access to all records

ADA Guidelines

This project must be in compliance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Transportations ADA regulations, 49 CFR Part 37. Specific info is found in the drawings dated April 15, 2022.

Small Business Clause

In regard to the arrangement of the RFP, times for the bid opening, delivery schedules, etc. These will be made in a manner to facilitate participation by Small Business Concerns. The definition, size standards, and average gross receipts of Small Business are found in 13 CFR Part 121.

Termination

Subject to the provisions below, any Contract resulting from this bid may be terminated by the Agency provided a thirty (30) day advance notice in writing is given to the Contractor.

Termination for Non-Appropriations

In the event sufficient appropriations are not made to pay the charges under the contract, it shall terminate without any obligation to the Agency.

Termination for Convenience

The performance of work under this Contract may be terminated by the Agency in accordance with this clause in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of the Agency. Any such termination shall be affected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall do the following:

Stop work under the Contract on the date and to the extent specified in the notice of termination. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated.

Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the Agency in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

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Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause.

Deliver in the manner, at the times and to the extent, if any, directed by the Contracting Officer the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Agency.

Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Agency to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Contracting Officer may direct.

Complete performance of such part of the work as shall not have been terminated by the notice of termination.

Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract that is in the possession of the Contractor and in which the Agency has or may acquire an interest.

The Contractor shall be paid its costs, including Contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid to the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49).

Termination for Default

The Agency may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other material provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period often (10) business days, or such longer period as the Contracting Officer may authorize in writing, after receipt of notice from the Contracting Officer specifying such failure.

If the Contract is terminated in whole or in part for default, the Agency may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Agency for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs

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if the failure to perform the Contract arises out of a cause beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources and in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by the Agency shall be at the Contract price. The Agency may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Contracting Officer determines to be necessary to protect the Agency against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Agency.

Liquidated Damages

Liquidated damages will be assessed per the specifications. KRFDC may waive these damages at its discretion if this is found to be beneficial to the owner. Liquidated Damages shall be \$500.00 per calendar day the work is deemed not complete past date of substantial completion.

Changes

Any modification or amendment of any provisions of any of the Contract Documents shall be effective only if in writing, signed by authorized representatives of both the Agency and Contractor, and specifically referencing this Contract. Any changes are to be approved by KYTC, all changes in work and/or change orders must have the prior review and approval of the Office of Transportation Delivery, KYTC.

Disputes

All disputes shall be initiated through a written dispute notice submitted by either part to the other part within ten (10) calendar days of the determination of the dispute. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between KRFDC and/or KYTC and the Independent Contractor arising out of or relating to this agreement or its breach will be decided in arbitration if the parties mutually agree, or in a court of competent jurisdiction within the Commonwealth of Kentucky.