



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF AWARD/RENEWAL**

| | |
|---|---|
| DATE: | September 14, 2023 |
| CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i> | Supplemental Student Transportation |
| CONTRACT NUMBER: | 2493B |
| COMMODITY CODE: | 961.82 |
| CONTRACT PERIOD: | August 30, 2023 through June 30, 2024 |
| RENEWAL OPTIONS: | Four (4) one-year renewals through 2028 |
| USER DEPARTMENT: | Schools |
| Contact Name: | Kennedy Venaglia |
| Phone Number: | 804-652-3650 |
| Email Address: | kwvenaglia@henrico.k12.va.us |
| HENRICO COOPERATIVE TERMS INCLUDED: | Yes |
| SUPPLIER: Name: | Dependacare Transportation LLC |
| Address: | 306 Turner Road Suite A |
| City, State: | Richmond, VA 23225 |
| Contact Name: | Edgar Gonzalez |
| Phone Number: | 804-745-1818 or 804-745-1885 Cell |
| Email address: | edgar@dependacareva.com |
| ORACLE SUPPLIER NUMBER: | 425713 |
| BUSINESS CATEGORY: | Small, Minority |
| PAYMENT TERMS: | Net 45 |
| DELIVERY: | As needed and requested |
| FOB: | Destination |
| BUYER: Name: | Eileen M. Falcone, CPPB |
| Title: | Assistant Division Director |
| Phone: | 804-501-5637 |
| Email: | Fal51@henrico.us |

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

PRICE SCHEDULE – CONTRACT NO. 2493B
Refer to Exhibit C of the Contract



COMMONWEALTH OF VIRGINIA
County of Henrico

**Non-Professional Services Contract
Contract No. 2493B**

This Non-Professional Services Contract (this "Contract") entered into this 26th day of August 2023, by Dependacare Transportation LLC (the "Contractor") and the County School Board of Henrico County, Virginia ("HCPS").

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 23-2493-2EMF, dated April 10, 2023, modified by Addendum 1 dated April 27, 2023 (the "Request for Proposals"), for Supplemental Student Transportation for Henrico County Public Schools.

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

SCOPE OF CONTRACT: The Contractor shall provide the services to the HCPS as set forth in the Contract Documents.

COMPENSATION: The compensation HCPS will pay to the Contractor under this Contract shall be in accordance with Exhibit B.

CONTRACT TERM: The Contract term shall be upon execution of this contract through June 30, 2024. HCPS may renew the Contract for up to four (4) one-year terms by giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

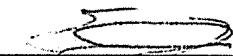
CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This Non-Professional Services Contract between HCPS and Contractor;
2. The General Contract Terms and Conditions and Federal Contract Provisions included in the Request for Proposals;
3. HCPS Data Security Agreement (Exhibit A);
4. Contractor's "Questions for Clarification" and Best and Final Offer (Exhibit B);
5. Contractor's Original Proposal dated May 8, 2023 (Exhibit C); and
6. The Scope of Services included in the Request for Proposals.

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

Dependacare Transportation, LLC

306 Turner Road, Suite A
Richmond, VA 23225



Signature

Edgar Gonzales, Owner
Printed Name and Title

08/22/23
Date

County School Board of Henrico County,
Virginia
406 Dabbs House Road
Henrico, VA 23223


Signature

Digitally signed by: Oscar Knott
DN: CN = Oscar Knott email = kno008@henrico.us C =
US O = County of Henrico, Virginia OU = Department of
Finance - Purchasing Division
Date: 2023.08.26 13:49:17 -0400

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

8/26/23
Date

APPROVED AS TO FORM


Assistant County Attorney

HENRICO COUNTY PUBLIC SCHOOLS

DATA SECURITY AGREEMENT

This Data Security Agreement ("Agreement") is agreed upon effective August, _____, 2023, by and between Dependacare Transportation ("Vendor") and the County School Board of Henrico County, Virginia ("School Board" or "HCPS"). To the extent of a conflict of terms, the parties agree that this Agreement supersedes any other provisions contained in the contract between the parties.

I. DEFINITIONS

- A. **HCPS Data:** HCPS Data is any and all data that HCPS has disclosed to Vendor. For the purposes of this Agreement, HCPS Data does not cease to be HCPS Data solely because it is transferred or transmitted beyond HCPS's immediate possession, custody, or control.
- B. **Data Breach:** The unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of confidential or sensitive personal information maintained by HCPS as part of a database of personal information regarding multiple individuals and that causes or HCPS reasonably believes has caused or will cause loss or injury to any HCPS constituent.
- C. **System:** An assembly of components that supports an operational role or accomplishes a specific objective. This may include a discrete set of information resources (network, server, computer, software, application, operating system or storage devices) organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- D. **Contract.** Shall mean the contract between Vendor and HCPS outlining the services to be provided.

II. DISCLOSURE OF HCPS DATA

- A. The Vendor shall not disclose HCPS Data in any manner that would constitute a violation of state or federal law or the terms of this agreement including, without limitation, by means of outsourcing, sharing, retransfer, or access, to any person or entity, except:
- B. Employees or agents who actually and legitimately need to access or use HCPS Data in the performance of Vendor's duties to HCPS;
- C. Such third parties, such as but not limited to, vendors, suppliers or subcontractors, but only after such third party has agreed in writing and in advance of any disclosure, to be bound by confidentiality terms at least as stringent as the terms of this Agreement; or
- D. Any other third party approved by HCPS in writing and in advance of any disclosure, but only to the extent of such approval.

- E. The Vendor may also store HCPS Data on servers housed in datacenters owned and operated by third parties, provided the third parties take reasonable precautions to protect the security and confidentiality of HCPS data.

III. USE OF, STORAGE OF, OR ACCESS TO HCPS DATA

- A. Vendor shall only use, store, or access HCPS data:
 - 1. In accordance with, and only to the extent permissible under the contract for services; and
 - 2. In full compliance with any and all applicable laws and regulations, only to the extent applicable to Vendor, including the Family Educational Rights and Privacy Act (FERPA); and
- B. Vendor agrees that the use, storage, and access to HCPS Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Vendor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of HCPS Data. Vendor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.
- C. HCPS reserves the right to request security information reasonably necessary to ascertain HCPS's own compliance with state and federal data privacy laws.
- D. If Vendor becomes aware that HCPS Data may have been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Agreement or the Contract, Vendor shall use reasonable efforts to alert HCPS of any Data Breach within two business days, and shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the Data Breach. Vendor shall give highest priority to immediately correcting any Data Breach and shall devote such resources as may be required to accomplish that goal. Vendor shall provide HCPS information necessary to enable HCPS to fully understand the nature and scope of the Data Breach. Upon request, Vendor shall provide HCPS information about what Vendor has done or plans to do to mitigate any deleterious effect of the unauthorized use or disclosure of, or access to, HCPS Data. In the event that a Data Breach requires Vendor's assistance for mitigation, such assistance shall be provided at no cost to HCPS. HCPS may discontinue any services or products provided by Vendor and any payments to Vendor until HCPS, in its sole discretion, determines that the cause of the Data Breach has been sufficiently mitigated.
- E. If Vendor is served with any subpoena, discovery request, court order, or other legal request or command that calls for disclosure of any HCPS Data, Vendor shall promptly notify HCPS in writing and provide HCPS sufficient time to obtain a court order or take any other action HCPS deems necessary to prevent disclosure or otherwise protect HCPS Data. In such event, Vendor shall provide HCPS prompt and full assistance in HCPS's efforts to protect HCPS Data. Where

Vendor is prohibited by law from notifying HCPS of a legal request for HCPS Data, Vendor will comply with all applicable laws and regulations with respect to the requested HCPS Data.

- F. Upon expiration or termination of the Contract, Vendor shall ensure that no Data Breach occurs and shall follow HCPS's instructions as to the preservation, transfer, or destruction of HCPS Data. The method of destruction shall be accomplished by "purging" or "physical destruction", in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Upon request by HCPS, Vendor shall certify in writing to HCPS that return or destruction of data has been completed. Prior to such return or destruction, Vendor shall continue to protect HCPS Data in accordance with this Agreement.
- G. This Agreement shall survive the expiration or earlier termination of the Contract. However, upon expiration or termination of the Contract, either party may terminate this Agreement.

FOR HCPS:

John B. Wack

Name

John B. Wack

Signature

Chief Financial Officer

Title

08/24/2023

Date

FOR VENDOR:

Edgar Gonzalez

Name

Edgar Gonzalez

Signature

Owner

Title

08/22/23

Date

APPROVED AS TO FORM

A Z Myra
Asst. COUNTY ATTORNEY



EXHIBIT B

COMMONWEALTH OF VIRGINIA

County of Henrico

DEPARTMENT OF FINANCE
Purchasing Division

June 15, 2023

Mr. Edgar Gonzalez
Dependacare Transportation LLC
306 Turner Road, Suite H
Richmond, VA 23225
Edgar@dependacareva.com

RE: RFP 23-2493-2EMF – Supplemental Student Transportation

Dear Mr. Gonzalez:

This letter is to inform you that your firm has been selected to enter into negotiations for the above referenced solicitation.

To begin this process, please submit the following items:

1. Responses to attached questions for clarification.
2. Pricing on BAFO Pricing Excel spreadsheet.

Please provide the above items by noon on June 22, 2023. A response via email attachment is sufficient.

If you have any questions, please contact me at 804-501-5637 or fal51@henrico.us.

Sincerely,

Eileen M. Falcone, CPPB
Assistant Division Director

RFP23-2493-2EMF
Questions for Clarification
Dependacare Transportation LLC

1. What type of reports are currently available for HCPS staff? Are these included as part of the offeror at no additional cost?

Our system allows the flexibility to create custom reports based on specific requirements or preferences of portal county users, allowing you to access and analyze data that is most relevant to the county. We can also schedule for these reports to be automatically emailed on a daily, weekly, and/or monthly basis. No additional cost will be charged for added capability.

2. How are your vehicles and drivers identifiable to passengers, parents/guardians?

All our vehicles are easily identifiable due to their uniformity. Our vehicles have visible company logo decals on all 3 sides of the vehicle (Driver, Passenger, Back). In fact, our latest additions of Toyota Sienna's have our new reflective logos to increase visibility and enhance safety. This reflective material improves the visibility of the vans particularly during low-light conditions or at night. This allows greater visibility for passengers, parents/guardians, other drivers, and pedestrians alike. The reflective logos enhance safety by allowing other drivers to spot the vans from a greater distance and adjust their driving accordingly.

Dependacare has a strict uniform policy that includes black pants, and Dependacare polo shirt. Drivers are also provided with company ID cards.

3. What is your ride cancellation policy?

We require a minimum of a 4-hour cancellation notice prior to scheduled pick up time.

4. How are passenger address changes handled?

The process of changing a passenger address is very seamless through the provided portal. Whenever you make an address change for a recurring trip, it will give you the option to change it for all associated reservations (future) or just for a specified date. You are also welcome to contact our call center for assistance. Please note that you will also have direct contact bypassing our entire call center.

5. Provide a way for HCPS IT to be able to see the "secure" website for booking rides.

If awarded the contract, we will provide the HCPS IT team with secure access to the portal. If HCPS IT requires security questions answered, we can provide them with a direct contact to our system developers.

6. Are you able to provide references from other school districts?

Yes. Although many of our school districts/agencies do not allow us to list them as references here are various case workers that have been granted permission to serve as references:

Cumberland County:

Name: Akeem Howell

Title: Family Services Specialist II

Telephone: 804-492-4915 ext 3013

Email Address: akeem.howell@dss.virginia.gov

Essex County:

Name: Angela Self

Title: CSA Program Coordinator Supervisor

Telephone: 804-443-3654

Email Address: Angela.Self@dss.virginia.gov

Henrico County:

Name: April Hatton

Title: Senior Family Services Specialist, Foster Care & Adoption

Telephone: 804-501-4061

Email Address: HAT061@henrico.us

Goochland County:

Name: Ashton Gruszecki

Title: Family Services Specialist II

Telephone: 804-556-5880

Email Address: agruszecki@goochlandva.us

7. Do you co-mingle riders among different clients?

No. Our technology has features in place to ensure no co-mingling of riders among different clients.

8. Please clarify the number and rider capacity of vehicles you have available.

We have 20 Toyota Sienna's that can accommodate 6 passengers at once, or 4 passengers + 1 a wheelchair passenger. Our Sienna's alone can accommodate a total of 120 passengers daily. We also have high-capacity vehicles that are available for the program that can accommodate up to 12 passengers at a time per vehicle. We have an immediate capacity to transport 350 passengers daily. We have an additional 10 high-capacity vehicles and 5 more Toyota Sienna's being delivered at the beginning of July, 2023. As a company we have an overall capacity to perform well over 1,000 rides a day.

9. What is the standard amount of time a driver will wait for a rider?

Drivers are required to wait 5 minutes upon arrival.

10. Do your drivers receive training to be trauma-informed?

Yes. We provide trauma-informed training to all drivers who transport students. Below is a summary of the specific items discussed:

- **Understanding Trauma:**
 - **Defining trauma and its potential impact on students physical, emotional, and psychological well-being**
 - **Educate drivers about the different types of trauma students may experience, such as abuse, neglect, accidents, or medical procedures.**

- Explain the prevalence of trauma and its potential influence on students' behavior and reactions during transportation.
- **Trauma-Informed Care Principles:**
 - **Safety:** Train drivers to prioritize the physical and emotional safety of students during transportation.
 - **Trustworthiness:** Emphasize building trust through consistent and reliable communication, respecting boundaries, and maintaining confidentiality.
 - **Collaboration:** Highlight the importance of collaborative relationships with students, school staff, and caregivers to support the students' well-being.

Trauma-Informed Communication:

- Teach drivers effective communication techniques that promote a trauma-informed environment.
- Emphasize active listening, empathy, and validating students' experiences and feelings.
- Train drivers to use non-triggering and non-judgmental language when interacting with students.

Recognizing Trauma Responses:

- Help drivers identify common trauma responses in students, such as anxiety, withdrawal, hyperarousal, or dissociation.
- Provide strategies to respond appropriately to these responses during transportation, such as offering reassurance, providing a calm and safe space, or implementing distraction techniques.

Sensitivity to Triggers and Stressors:

- Educate drivers about potential triggers or stressors that may arise during transportation, such as crowded spaces, loud noises, or specific routes.
- Teach drivers strategies to minimize or mitigate these triggers, such as creating a calm and quiet environment or allowing students to listen to music or use comforting items.

Cultural Sensitivity and Diversity:

- Promote cultural competence among drivers by raising awareness of diverse backgrounds, beliefs, and experiences of the students they transport.
- Encourage drivers to respect and accommodate cultural differences when providing trauma-informed care.
- Provide guidance on understanding and responding to trauma within various cultural contexts.

Boundaries and Confidentiality:

- Train drivers on appropriate professional boundaries and maintaining confidentiality when transporting students.
- Emphasize the importance of reporting any suspected abuse, neglect, or immediate safety concerns following established protocols.

Self-Care for Drivers:

- **Recognize the potential emotional impact of transporting students who have experienced trauma.**
- **Provide resources and strategies to support drivers' self-care, such as stress management techniques, access to support networks, or counseling services.**

Ongoing Training and Evaluation:

- **Stress the importance of continuous learning by offering regular training sessions and workshops to enhance drivers' trauma-informed skills.**
- **Seek feedback from drivers, students, parents, and school staff to assess the effectiveness of the training program.**
- **Make necessary adjustments based on feedback and emerging best practices.**

11. Can a No-Show report be received daily?

Yes. We can provide you with a daily no show report, and/or you can filter the information daily through the portal access provided.

12. Does the system allow for an automatic cancellation of a PM if the AM was a no-show?

Yes. Our system could auto cancel associated PM ride when AM ride was a no-show.

13. Does the system allow for an “auto-suspension” of a route after a certain number of consecutive AM no-shows?

Our system will automatically flag specific passengers that have no show for 3 consecutive times. This will cause it to be removed from the route, triggering a manual “confirmation” by the team.

14. Please clarify that parents do not have to download the app to receive text notifications about rides/drivers.

Parents do not have to download the app to receive text notifications about rides. Our system will automatically send ride notifications to the phone number associated with the reservation.

15. Understanding that rides are billed per trip and not per rider, what about the charges for the additional miles beyond the base mileage allowed. How are those “extra” charges managed if a student cancels a trip within the cancellation window?

If a student cancels a trip within the cancellation window, the “extra” mileage will be recalculated for the performed route based on mileage performed, otherwise a cancellation fee applies.

16. Understanding that a no-show is the full price of the ride, and that rides are priced by trip not by student, if there is an inaccurate no-show recorded for a student who rides with two other students

and the ride-cost-portion for the student who incurred the inaccurate no-show include a charge for miles above your base mileage. If the client were to call and successfully challenge the accuracy of the no-show and ask request that client not be charged for that student – are the charges for the “additional miles” credited back to the client?

If a student fails to cancel a scheduled ride within the 4-hour window and does not board the vehicle within 5 minutes of the scheduled pickup time, it will be considered a no-show, and full price of ride will be charged. Under no circumstances will a no show be declared without providing supporting evidence. This will help us evaluate the situation and arrive at a fair resolution. Please note that our technology reduces the need to challenge the accuracy of a no-show, due to its ability to provide real-time data surrounding any trip. All our vehicles are equipped with gps tracking, for which we can provide reports showing exact arrival times. Additional miles may be credited back for proven instances where a trip should not have been a no-show.

BAFO PRICING

Offeror Name: Dependacare

| Proposed Unit Pricing | | | | |
|---|--|--|----------------|------------|
| Item | Description | | Unit | Unit Price |
| 1 | Base Trip Charge | | Each | \$ 75.00 |
| <i>Enter Number of Miles included in the Base Trip Charge</i> | | | <u>8</u> miles | |
| 2 | Additional Mileage Charge (over initial miles in Base Trip Charge) | | Mile | \$ 3.75 |
| 3 | Child's Car Seat / Booster Seat | | Each | \$ 30.00 |
| 4 | Safety Vest (sizes XS - XL) | | Each | \$ 20.00 |
| 5 | Wheelchair Restraints | | Each | \$ 40.00 |

| Hypothetical Scenario #1 | | | | | |
|---|---------------------------------|------|-------|------------|----------------|
| <i>Travel to BREC Academy (Wagner Road) with three (3) student pickups - Total of 42.2 Miles after 1st pickup</i> | | | | | |
| Item | Description | Qty | Unit | Unit Price | Extended Price |
| 1 | Base Trip | 1 | Each | \$ 75.00 | \$ 75.00 |
| <i>Additional Miles over initial miles in Base Trip Charge</i> <u>34.2</u> miles | | | | | |
| 2 | Additional Mileage Charge | 34.2 | miles | \$ 3.75 | \$ 128.25 |
| 3 | Child's Car Seat / Booster Seat | 2 | Each | \$ 30.00 | \$ 60.00 |
| Hypothetical Scenario #1 - Total Price (equals the sum of Items 1 - 3) | | | | | \$ 263.25 |

| Hypothetical Scenario #2 | | | | | |
|---|---------------------------------|-----|-------|------------|----------------|
| <i>Travel to KEYS Academy (Caroline) with five (5) student pickups - Total of 59 Miles after pickup</i> | | | | | |
| Item | Description | Qty | Unit | Unit Price | Extended Price |
| 1 | Base Trip | 1 | Each | \$ 75.00 | \$ 75.00 |
| <i>Additional Miles over initial miles in Base Trip Charge</i> <u>59</u> miles | | | | | |
| 2 | Additional Mileage Charge | 59 | miles | \$ 3.75 | \$ 221.25 |
| 3 | Child's Car Seat / Booster Seat | 1 | Each | \$ 30.00 | \$ 30.00 |
| Hypothetical Scenario #2 - Total Price (equals the sum of Items 1 - 3) | | | | | \$ 326.25 |

| Hypothetical Scenario #3 | | | | | |
|--|---------------------------|------|-------|------------|----------------|
| <i>Travel to Grafton Integrated with one (1) student pickup - Total of 21.5 Miles after pickup</i> | | | | | |
| Item | Description | Qty | Unit | Unit Price | Extended Price |
| 1 | Base Trip | 1 | Each | \$ 75.00 | \$ 75.00 |
| <i>Additional Miles over initial miles in Base Trip Charge</i> <u>13.5</u> miles | | | | | |
| 2 | Additional Mileage Charge | 13.5 | miles | \$ 3.75 | \$ 50.63 |
| Hypothetical Scenario #3 - Total Price (equals the sum of Items 1 - 3) | | | | | \$ 125.63 |

| Hypothetical Scenario #4 | | | | | |
|---|---------------------------|------|-------|------------|----------------|
| <i>Travel to Tidewater Academy (Wakefield, VA) with one (1) student pickup - Total of 58.1 Miles after pickup</i> | | | | | |
| Item | Description | Qty | Unit | Unit Price | Extended Price |
| 1 | Base Trip | 1 | Each | \$ 75.00 | \$ 75.00 |
| <i>Additional Miles over initial miles in Base Trip Charge</i> <u>58.1</u> miles | | | | | |
| 2 | Additional Mileage Charge | 58.1 | miles | \$ 3.75 | \$ 217.88 |

BAFO PRICING

| | |
|---|-----------|
| Hypothetical Scenario #4 - Total Price (equals the sum of Items 1 - 2) | \$ 292.88 |
|---|-----------|

| Hypothetical Scenario #5 | | | | | |
|--|---------------------------------|------|-------|------------|----------------|
| <i>Travel to The Lead Center with three (3) student pickups - Total of 23.3 Miles after 1st pickup</i> | | | | | |
| Item | Description | Qty | Unit | Unit Price | Extended Price |
| 1 | Base Trip | 1 | Each | \$ 75.00 | \$ 75.00 |
| <i>Additional Miles over initial miles in Base Trip Charge 15.3 miles</i> | | | | | |
| 2 | Additional Mileage Charge | 15.3 | miles | \$ 3.75 | \$ 57.38 |
| 3 | Child's Car Seat / Booster Seat | 1 | Each | \$ 30.00 | \$ 30.00 |
| Hypothetical Scenario #5 - Total Price (equals the sum of Items 1 - 3) | | | | | \$ 162.38 |

| Hypothetical Scenario #6 | | | | | |
|---|-----------------------------|------|-------|------------|----------------|
| <i>Travel to The Lead Center with one (1) student pickup - Total of 31.7 Miles after pickup</i> | | | | | |
| Item | Description | Qty | Unit | Unit Price | Extended Price |
| 1 | Base Trip | 1 | Each | \$ 75.00 | \$ 75.00 |
| <i>Additional Miles over initial miles in Base Trip Charge 23.7 miles</i> | | | | | |
| 2 | Additional Mileage Charge | 23.7 | miles | \$ 3.75 | \$ 88.88 |
| 3 | Safety Vest (sizes XS - XL) | 1 | Each | \$ 20.00 | \$ 20.00 |
| Hypothetical Scenario #6 - Total Price (equals the sum of Items 1 - 3) | | | | | \$ 183.88 |

| Hypothetical Scenario #7 | | | | | |
|---|---------------------------|-----|-------|------------|----------------|
| <i>Travel to Faison Center with one (1) student pickup - Total of 10.9 Miles after pickup</i> | | | | | |
| Item | Description | Qty | Unit | Unit Price | Extended Price |
| 1 | Base Trip | 1 | Each | \$ 75.00 | \$ 75.00 |
| <i>Additional Miles over initial miles in Base Trip Charge 2.9 miles</i> | | | | | |
| 2 | Additional Mileage Charge | 2.9 | miles | \$ 3.75 | \$ 10.88 |
| Hypothetical Scenario #7 - Total Price (equals the sum of Items 1 - 3) | | | | | \$ 85.88 |

| Hypothetical Scenario #8 | | | | | |
|---|---------------------------|------|-------|------------|----------------|
| <i>Travel to Faison Center with one (1) student pickup - Total of 42.4 Miles after pickup</i> | | | | | |
| Item | Description | Qty | Unit | Unit Price | Extended Price |
| 1 | Base Trip | 1 | Each | \$ 75.00 | \$ 75.00 |
| <i>Additional Miles over initial miles in Base Trip Charge 34.4 miles</i> | | | | | |
| 2 | Additional Mileage Charge | 34.4 | miles | \$ 3.75 | \$ 129.00 |
| Hypothetical Scenario #8 - Total Price (equals the sum of Items 1 - 2) | | | | | \$ 204.00 |

| | |
|--|-------------|
| Total Hypothetical Scenario Price (equals the sum of Hypothetical Scenarios 1 - 8) | \$ 1,644.13 |
|--|-------------|

EXHIBIT C

PREPARED FOR
COUNTY OF HENRICO, VIRGINIA
PURCHASING DIVISION

RESPONSE TO
REQUEST FOR PROPOSAL No. 23-2493-2EMF
SUPPLEMENTAL STUDENT TRANSPORTATION SERVICES
HENRICO COUNTY PUBLIC SCHOOLS

Submitted by:
Edgar Gonzalez
President & CEO
Dependacare Transportation
306 Turner Road, Suite H
Richmond, Virginia 23225
(804) 745-1818
www.DependacareTransport.com

Submitted to:
County of Henrico, Virginia
Purchasing Division
P.O. Box 90775
Henrico, Virginia 23273



TABLE OF CONTENTS

| | |
|---|----|
| Cover Letter | 3 |
| Attachment A: Proposal Signature Sheet | 5 |
| Attachment B: Business Classification Form | 6 |
| Attachment C: SCC Registration Information | 7 |
| Attachment D: Proprietary/Confidential Information | 8 |
| Attachment F: Direct Contact with Students | 9 |
| RESPONSIBLE OFFEROR CERTIFICATION | 10 |
| QUALIFICATIONS, EXPERIENCE, RESUMES, FINANCIAL CAPACITY | 11 |
| FLEET INFORMATION AND SAFETY | 15 |
| FLEET TRACKING SYSTEM | 15 |
| REFERENCES | 17 |
| SERVICE APPROACH & IMPLEMENTATION OF SERVICES | 18 |
| SCHEDULING | 18 |
| PERFORMING TRIPS | 18 |
| TRIP MANAGEMENT | 19 |
| FLEET | 20 |
| MAINTENANCE MANAGEMENT PROGRAM | 20 |
| DRIVER REQUIREMENTS | 21 |
| BILLING AND INVOICING | 22 |
| CURRENT BUSINESS LICENSE | 28 |



May 8, 2023

Eileen M. Falcone, CPPB
Assistant Division Director
County of Henrico
P. O. Box 90775
Henrico, Virginia 23273

Dear Ms. Falcone:

On behalf of Dependacare Transportation, I am pleased to present the County of Henrico and Henrico County Public Schools with our response to the Supplemental Student Transportation Services Request for Proposal (RFP) No. 23-2493-2EMF. The response that we present accomplishes the goals set out in the RFP; we look forward to meeting or exceeding each point described in the scope of work.

Dependacare Transportation is a privately owned Limited Liability Corporation in the Commonwealth of Virginia, with headquarters located here in Central Virginia. We currently employ 41 ADA trained full-time drivers as well as twelve office staff. We are built on the principles of compassion, professionalism, and reliability where customer satisfaction is the driver for all decisions. Our mission is to provide caring, reliable transportation at an unparalleled service level using vehicles maintained at the highest safety standards.

We are currently registered to do business in the Commonwealth of Virginia. Our Business License number is S4274736. Our Federal Employer Identification Number (FEIN) is 46-1734693. Dependacare Transportation has successfully demonstrated that we are a trusted and reliable vendor and partner. In the last 11 years, we have successfully formed partnerships with multiple brokers, several health facilities, eleven county Children's Services Act (CSA) and Chesterfield County. In addition, we helped establish two brokers with the GRTC on-demand program using our technology. Dependacare Transportation was awarded the Chesterfield Rideshare contract that began June 2020. Dependacare Transportation is expanding its footprint to Northern Virginia as the company was recently awarded an on-demand transportation services contract in Arlington, VA that begins June 2023. The commitment to continuous improvement and excellence has paved the way for Dependacare Transportation's consistent growth and establishment of our reputation as the transportation provider of choice.

It is our objective to become a successful partner with the County of Henrico by providing innovative tools, modern technology, caring drivers, reliable transportation, and unparalleled service levels to every person we transport.

Dependacare Transportation will carry out all contract responsibilities in the same highly professional and successful manner to which all our clients are accustomed.

We appreciate this opportunity and look forward to bringing superior supplemental transportation services to the students of Henrico County Public Schools.

Sincerely,

A handwritten signature in black ink, appearing to read 'Edgar Gonzalez', with a stylized flourish at the end.


Edgar Gonzalez, President & CEO

ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") **No. 23-2493-2EMF Supplemental Student Transportation Services for Henrico County Public Schools..**


My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

| |
|--|
| LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME): |
| Dependacare Transportation LLC |
| ADDRESS: |
| 306 Turner Road, Suite H |
| Richmond, Virginia 23225 |
| FEDERAL ID NO: 46-1734693 |
| SIGNATURE:  |
| NAME OF PERSON SIGNING (PRINT): Edgar Gonzalez |
| TITLE: President and CEO |
| TELEPHONE: 804-745-1818 |
| FAX: 804-745-1885 |
| EMAIL ADDRESS: edgar@dependacareva.com |
| DATE: May 8, 2023 |

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Dependacare Transportation LLC

This form completed by: Signature:  Title: President and CEO

Date: May 8, 2023

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☒ SMALL BUSINESS
- ☐ WOMEN-OWNED BUSINESS
- ☒ MINORITY-OWNED BUSINESS
- ☐ SERVICE-DISABLED VETERAN
- ☐ EMPLOYMENT SERVICES ORGANIZATION
- ☐ NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? ☒ Yes ☐ No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.
713518 NUMBER 7/31/2018 DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☒ is a corporation or other business entity with the following SCC identification number:
S4274736 _____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: Dependacare Transportation LLC

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

| SECTION/TITLE | PAGE NUMBER(S) | REASON(S) FOR WITHHOLDING FROM DISCLOSURE |
|---------------|-------------------|--|
| n/a | | |
| | | |
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| | | |
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| | | |
| | | |
| | | |
| | | |
| | | |

ATTACHMENT F
DIRECT CONTACT WITH STUDENTS

Name of Offeror: Dependacare Transportation LLC

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify the following:

- ☐ ☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;**

And (select one of the following)

☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.**

or

☐ **One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual’s civil rights.).**



Signature of Authorized Representative

Edgar Gonzalez

Printed Name of Authorized Representative

*Printed Name of Vendor
(if different than Representative)*

RESPONSIBLE OFFEROR CERTIFICATION

Dependacare Transportation makes the following certifications and guarantees regarding this proposal:

- Dependacare Transportation has the capability, capacity, skill and financial resources to provide all services as outlined in this RFP.
- Dependacare Transportation will comply with all contract terms, insurance requirements, conditions and responsibilities set forth in this RFP and will produce the required outcome in a timely manner.
- Dependacare Transportation has the character, moral values, business integrity, reputation, reliability, judgement, experience, and efficiency required by the contract presented in this RFP.
- Dependacare Transportation will perform the full scope of work at a fair and reasonable investment to the County of Henrico.
- Dependacare Transportation has not defaulted on any government contract in the last five years.
- No government agency has ever terminated a contract with Dependacare Transportation.
- None of Dependacare Transportation's officers, directors, partners, or owner are currently barred from participating in any procurements by any federal, state, or local government agency.

QUALIFICATIONS, EXPERIENCE, RESUMES, FINANCIAL CAPACITY

Dependacare Transportation was born out of a vision to reimagine the transportation industry that services vulnerable populations because we know how intimidating it can be to navigate a world that might not fully understand who you are and what you bring to the table. The President and CEO, Edgar Gonzalez, was born and raised in New York and after arriving in Virginia, saw an opportunity to transform an antiquated industry. On a trip back from NY in 2012, Dependacare Transportation purchased their first van and Edgar started scheduling routes from his living room in Richmond, Virginia. In October 2022, Dependacare Transportation celebrated its 10th year in business as a SWaM-certified organization (Certification Number: 713518) which has now grown to an office of employees, a full staff of drivers, and a fleet of vans. The company services many of the major contracts and facilities in Central Virginia because our commitment to people and using innovative technology to power our operation has remained unwavering.

The company's relatively flat organizational structure and start-up energy allow for an agile and innovative culture that moves with the speed of the transportation industry. The diverse staff of drivers have experience transporting a spectrum of passengers to include those with disabilities, school-age children, elderly, and those with behavioral, emotional, and physical challenges to name a few. Our drivers have transported passengers to and from school, doctor appointments, therapy, places of employment, social events and more. Given the variety of people we transport, our drivers are trained in curb-to-curb, door-to-door, and door-through-door service levels.

Dependacare Transportation contracted with ALC in July 2015 and performed trips until 2019, transporting to many of the schools covered under the RFP within the Henrico County Public School system. Additionally, Dependacare Transportation regularly transports students to HCPS through the contracts and relationships with eleven CSA's (earliest contracts started in 2014):

- Richmond City
- Chesterfield
- Powhatan
- Hanover
- Hopewell
- Goochland
- New Kent
- Essex
- Cumberland
- Henrico
- Mechanicsville

All background checks for employees and contractors are performed through Occuscreen, which checks National Criminal Database Search, County Criminal Court Search, Criminal Federal Courthouse Database records through the Federal Public Access to Courts Electronic Records (PACER), and Sex Offender Records. Dependacare Transportation certifies each employee undergoes a criminal history record check and a background investigation that complies with Sec. 2-50 of the Henrico County Code, the Fair Credit Reporting Act, and all other applicable laws.

Dependacare Transportation has well beyond the financial capacity to successfully provide the services described in the RFP. The company has been in business for going on eleven years, and just purchased new vehicles, demonstrating the ability to secure loan approvals through a sound and stable financial

standing. Furthermore, Dependacare Transportation holds multiple government contracts and broker contracts that serve as a stable and consistent source of revenue.

Below are the professional summaries and resumes of all key personnel that will be involved in this contract:

Edgar Gonzalez, President and CEO

As the President and CEO, Edgar will guide and direct upper management as they manage the contract with the Chesterfield County Procurement Department.

EXPERIENCE

Edgar Gonzalez is an established entrepreneur with a passion for innovation, technology and building strategic partnerships. He was born and raised in New York but has been a Virginian the last 17 years.

While building his career, Edgar quickly climbed the ranks in every position held as a natural-born leader with the vision for optimizing processes and finding the best tool to get the job done. He has worked in a variety of roles and environments, which makes him suited to work with an array of personalities. Edgar started his first business when just 24 years old, later selling it for a profit while he contemplated the next business venture. Edgar then attended Virginia Commonwealth University for Homeland Security and Emergency Preparedness but started to become interested in how quickly the transportation industry was changing, yet how antiquated several companies were operating. Edgar opened the doors of Dependacare in October 2012. His vision for the transportation industry is one that reimagines the landscape into a more modern one while maintaining the core values of a service-based business that embraces quality and safety with the customer at the center. Edgar's passion for developing people, being an industry leader and constantly evolving even his own business model has propelled him to be a market leader in just a few years.

Senaida DeKrafft, Executive Assistant and Account Manager

As the Executive Assistant and Account Manager, Senaida serves as a liaison between contract partners and Dependacare Transportation. She is the hub of a wheel with many spokes and keeps her pulse on the organization in coordination with the Chief Operating Officer, Saboor “AJ” Jones. Her experience spans a spectrum of industries with prior roles as Executive Assistant as well as serving as lead teacher for an early education academy. At the heart of all her roles is communication, driven by a service-oriented mindset.

Saboor “AJ” Jones, Chief Operating Officer (see Appendix A for resume)

Jonathan Pereira, Operations Manager (see Appendix B for resume)

Below are some client testimonials that highlight the transportation experience Dependacare provides:

"I absolutely love the service I receive from Dependacare."

~ Mr. Hunter Frischkorn, *January 27, 2020*

"I love the excellent service Dependacare provides. Of all the different programs that county and state governments provide, this one is the best."

~Mr. Mark Smith, *January 9, 2020*





"Last Thanksgiving we discovered Dependacare through the county. They were the first transportation company to show up ON TIME both ways. They were amazing – so nice and kind. Then my son who attends William and Mary was home for break. I thought it would be fun for my mom to meet him for lunch at Olive Garden. We set up Dependacare to pick her up and take her to Olive Garden for about an hour and then pick her up. Again – it was AMAZING. They were EARLY both ways, communicated perfectly and it was only \$6!

This service is GOLDEN and I love it so much. I am going to use it every weekend I can to take my mother out of the nursing home. I pray you will continue the service and will see the value it is adding in the lives of not just my mother but also her extended family. This is the best thing I have seen Chesterfield do for its citizens and I am very grateful."

~Karen Michael, *January 19, 2020*


As part of the Chesterfield Access On Demand county transportation program, customers have the option to leave feedback when they pay their copay. Below are a few of the many positive comments received:




 Vehicle, Timeliness, Route Taken, Driver, Travel Time

Both drivers had great conversations and deserve a raise! Great service!


Respond




 Route Taken, Other

Liked new answering service and good job to new employee that booked me trips.


Respond




 Timeliness, Travel Time, Driver, Route Taken, Vehicle

Your drivers are the best

Respond



 Vehicle, Driver, Timeliness, Route Taken, Travel Time

Driver was very friendly and helpful

Respond

FLEET INFORMATION AND SAFETY

Dependacare Transportation prides itself on safety. All seats in every vehicle are equipped with seatbelts and vehicle doors are locked during transport. All windows are operational and heating and air conditioning keeps the vehicles between 65-75 degrees Fahrenheit. Every vehicle has the company logo, phone number, vehicle number, and website prominently displayed on all 3 sides of the vehicle. All Dependacare Transportation vehicles meet the Americans with Disabilities Act (ADA) requirements for safe transport.

FLEET TRACKING SYSTEM

Dependacare Transportation also has a fleet tracking system installed in each vehicle that provides a near real-time, 360-degree view of our daily operations to ensure quality assurance. High-resolution maps with smart clustering and detail on demand provide powerful data that allows for accurate ETA's and ensures safety.



Route history is available to replay vehicle travel path for specific dates and show specific events, such as speeding or stops. Dependacare Transportation has custom alerts for drivers based on speeding, idling, and harsh braking and even has a trigger set up for a lower-limit speeding alert when the vehicle wipers are active. Each driver is issued a unique key fob that tracks driver behavior. This allows for an immense amount of reporting capabilities that include but are not limited to:

- Real-time reporting of miles driven vs. original estimates
- Amount of time passenger spent in the vehicle
- Wait times
- Number of trips performed by each vehicle
- On-time performance
- Daily Audit Reports (to make sure all trips have been scheduled to a vehicle and driver)
- Real-time activity and current ETA of all vehicles at any time
- Route replay
- Driver behavior monitoring (harsh braking, speeding, idling, etc.)

All reports are exportable as Excel Documents or Google Spreadsheets.

Table 1.1 below includes some data for the past 24 months:

TABLE 1.1

| | |
|--|-----------|
| a. Total miles driven | 1,627,544 |
| b. Number of passengers served | 193,169 |
| c. Number of preventable accidents | 1 |
| d. Number of non-preventable accidents | 0 |
| e. Number and type of passenger injuries | 0 |
| f. Number and type of operator injuries | 0 |
| g. Number and dollar amount of financial claims paid | Pending |

REFERENCES

Organization: Richmond City Department of Social Services

Contact Name & Position: Kelsey R. Boze, Case Manager

Email: kelsey.boze@rva.gov

Phone: 804-646-7301 (office)

Time Period of Services Performed: 2014 - Present

Organization: Henrico County

Contact Name & Position: April Hatton, Case Manager

Email: hat061@henrico.us

Phone: 804-501-4061 (office)

Time Period of Services Performed: 2014 - Present

Organization: Hermitage Enterprises

Contact Name & Position: Shirley Lyons, Employment & Day Services Manager

Email: lyo@henrico.us

Phone: 804-727-8821 (office)

Time Period of Services Performed: 2014 - Present

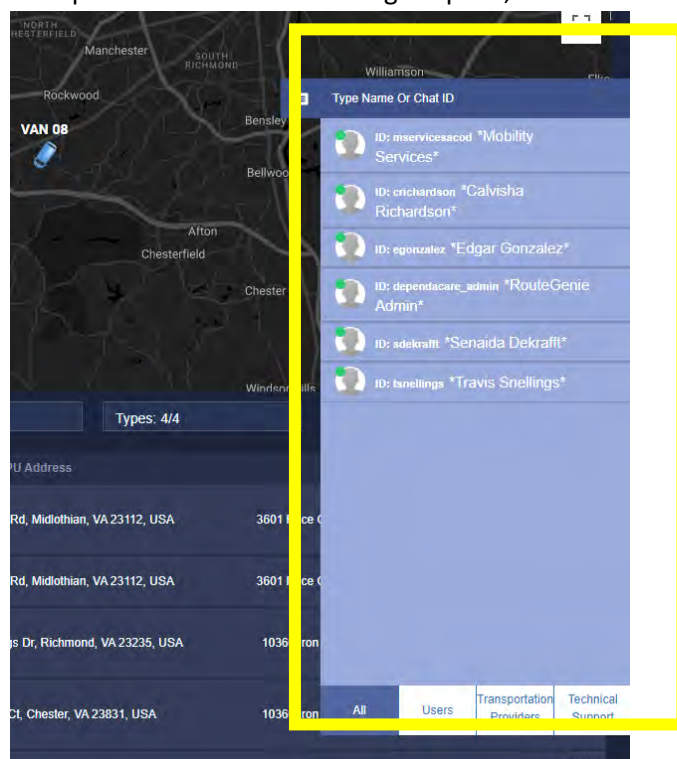
SERVICE APPROACH & IMPLEMENTATION OF SERVICES

SCHEDULING

Dependacare Transportation performs hundreds of trips on a daily basis for multiple contracts and as a result, has streamlined the scheduling process to where both a regular schedule, or changes to that schedule, are a breeze. Dependacare Transportation will coordinate with the Director of Pupil Transportation (or their designee) to schedule services for students that will be provided generally between 6am – 9am and 2pm – 5:30pm. Trips that are canceled due to unscheduled school closings will not be charged. Drivers will arrive at the designated time and wait no more than 10 minutes after the designated time. Drivers will always pull in the driveway as close to the door as possible and when a disability is identified, the driver will provide services compliant with the ADA. During drop-off, if designated receiving person is not available the driver will wait a minimum of five minutes or longer if schedule allows for person to arrive.

Trips can be scheduled online through the portal, or by phone or email at least 24 hours in advance.

Within the secure online portal where Henrico County staff can login to schedule trips on behalf of clients, Henrico County staff can chat directly with Dependacare Transportation office staff regarding any questions or updates needed (in the highlighted area of the screenshot to the right). In addition to scheduling trips within the portal, trips can be changed, or canceled. For every trip, an automated reminder call is made the evening before as well as 15 minutes prior to arrival. Within the portal vehicles can be tracked in real-time.



PERFORMING TRIPS

The scheduling and dispatching system is powered with groundbreaking technology. The synchronization between scheduling and dispatching in the one system allows for fluidity and continuous optimization throughout the day. Within the driver app there are directions with corresponding map, real-time traffic updates, and the software helps to improve location accuracy. It is the ultimate automated scheduling and dispatching combination technology that builds better schedules real-time, reduces vehicle wear and fuel usage, improves on-time performance, all while streamlining billing and reducing the human error factor.

Dependacare Transportation will cover all tolls, license, fees, taxes, fuel and other operating costs. Passenger load in vehicles will be maximized but travel time will be 90 minutes or less. Only drivers, students, and HCPS approved assistants will be allowed in vehicle.

FLEET

Dependacare Transportation maintains a top of the line fleet with no vehicle older than 8 years with 47 of the 55 vehicles less than 5 years old. All vehicles have properly functioning seats and wheelchair securement equipment, reflective triangles, a first aid kit, body fluid clean-up kit and fire extinguisher.

As part of the fleet tracking system, every vehicle is equipped with a robust dashcam that records video, clips of harsh driving events are sent with notifications within minutes of them happening. A forward-facing lens documents events in front of the vehicle while an inside-facing lens with infrared night-vision records video inside the vehicle. Cameras are also contained within tamper-proof cases.

Recently, Dependacare Transportation invested in twenty 2023 Toyota Sienna Hybrid vehicles, which have several benefits including:

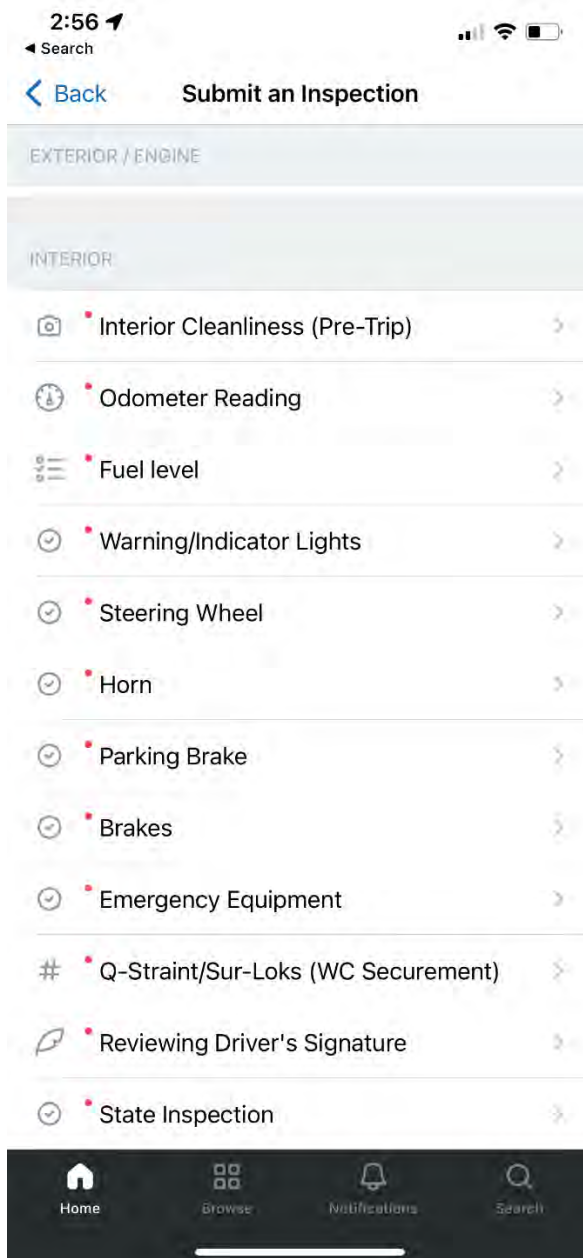
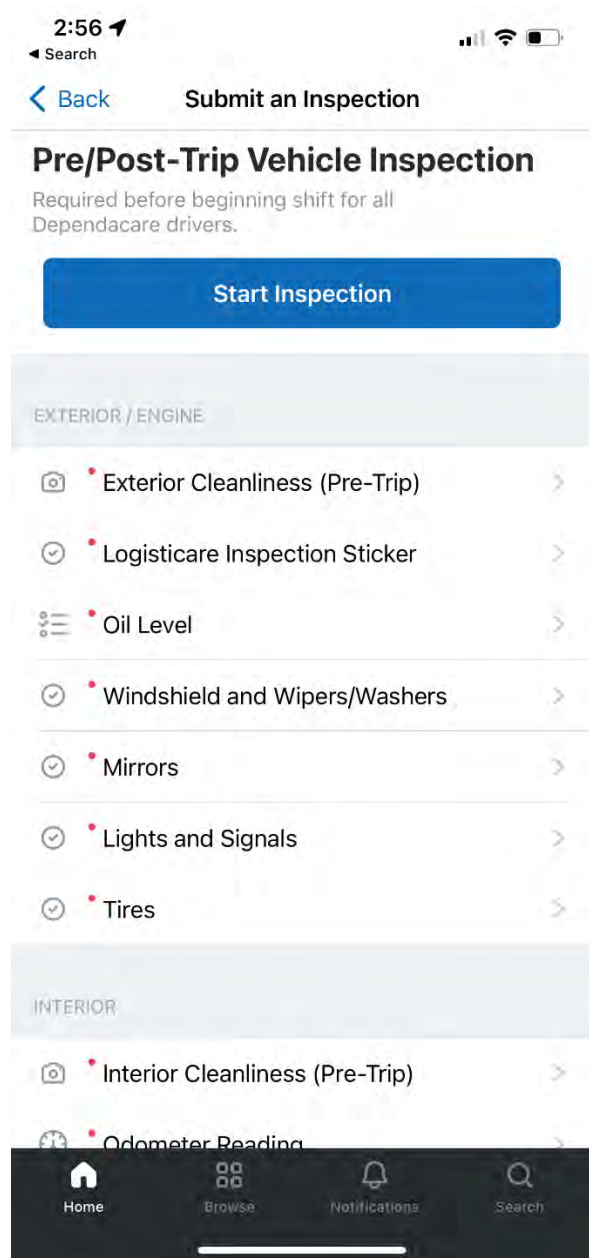
- Fuel efficiency: The Sienna Hybrid has an EPA-estimated fuel economy rating of up to 36 mpg combined, making it an efficient choice for transportation services that involve frequent stops and starts.
- Spacious interior: The Sienna Hybrid has a roomy interior with seating for up to eight passengers, making it ideal for transporting groups of people, including those with mobility aids like wheelchairs or scooters.
- Safety features: The Sienna Hybrid comes standard with Toyota Safety Sense 2.0, a suite of advanced safety features that includes pre-collision warning with pedestrian detection, lane departure warning, adaptive cruise control, and more. These features can help keep passengers and drivers safe on the road.
- Environmental benefits: The Sienna Hybrid's hybrid powertrain produces ***fewer emissions than traditional gasoline-powered vehicles, making it an eco-friendly choice for transportation services.***



MAINTENANCE MANAGEMENT PROGRAM

Dependacare Transportation invests in a maintenance management platform that serves as the brain behind our well-oiled operation. It allows for a proactive, automated approach to maintaining the fleet, so vehicles are kept in pristine condition and always running well, therefore reducing vehicle breakdowns. The system is integrated with our fuel cards so asset utilization is optimized. The platform automatically generates preventative maintenance schedules based on manufacturer

recommendations, sends notifications, and triggers workflows. Lastly, this is the system that handles the pre- and post-trip inspections performed daily for each vehicle:



DRIVER REQUIREMENTS

Dependacare Transportation maintains the philosophy that one of the most important components of any service-based business is its people. As part of the interview process, drivers go through an in-person interview, drug screen, national background check that includes a Virginia Central Registry check and must provide their motor vehicle record (MVR). The driver must have a +3 to +5 on their MVR to be considered for employment and cannot have any more than two moving violations in a 12 month period and no DUI's. Regarding background checks, drivers will not be considered if they have any barrier crimes on their record or are on a Virginia Central Registry check.

Drivers always display professional conduct, greet students upon pickup and do not ask personal questions during transport. Drivers will not ask OR accept tips of any kind. Smoking, eating and drinking in the vehicles is prohibited during transport. Dependacare Transportation drivers will wear a valid company badge at all times. All drivers and staff that come in contact with students will test negative on alcohol and drug screenings as well as for tuberculosis.

BILLING AND INVOICING

Dependacare Transportation offers a seamless and accurate billing and invoicing experience. Invoices will be submitted by the 10th of the month following the month during which trip charges were incurred. Invoices are very detailed and will separate charges by route and include:

- Student name, person that scheduled the transport, the companion's name
- Origin and destination point and charge
- Time of day route occurred (am vs pm)
- Total distance traveled (miles)
- County account/subaccount number
- Odometer
- PO number
- Dates of service
- Unique invoice number

A no-show report will also be available showing which students were not transported during that billing period.

Tab 5.a

Students who have scheduled transportation will be charged for that portion of the trip in the instance that a driver has been dispatched to the pickup location (this is how "timely notification" is defined) and the rider is unavailable for transportation. Repeat no-shows will be reported to the program administrator and transportation may be suspended for the rider if the pattern continues.

Tab 5.b

- In the event of a roadside emergency every vehicle is equipped with emergency triangles (Visibility), first aid kits, spill kits, and basic roadside service tools (jack, spare tire).
- All drivers are required to attain and maintain CTAA training certifications. The training includes passenger sensitivity training, roadside emergency preparedness, medical emergency preparedness, as well as passenger safety, and proper use of all safety equipment.
- Dependacare transportation has a contracted roadside service team to handle any mechanical issues and maintains a high-quality large fleet of vehicles in the event there is mechanical failure with an "in-use" vehicle another can be substituted in its place.
- In the event of a driver being unable to complete a route we maintain several staff members in an on-call status. On-call team members include our part-time drivers and our frontline leadership and dispatch team.

Tab 5.c

- Our dispatch team uses a 3rd party CRM tool (Route Genie) to manage and schedule all our transportation requests. Our team can grant portal access for HCPS staff to schedule, monitor, and review all transport for this contract.
- Members of the HCPS staff will be able to reach our dispatch staff by calling our mainline and utilizing the prompts for dispatch/ride information.
- The HCPS leadership team will also be assigned a management level liaison, to ensure the success of the program. Our follow up will include wellness checks of the program as well as regular performance evaluations.
- Our dispatch department will work directly with your transportation liaison to relay daily communications via phone and email.

Tab 5.d

- All vehicles are maintained by our 3rd party provider
- Vehicle maintenance is tracked via 3rd party software
- Vehicles are thoroughly inspected pre and post trips by our drivers and our leadership team. Daily statistics on vehicle maintenance and all inspections are verified and reviewed by our management team to ensure compliance and safety.
- Weekly safety inspections are performed on our entire fleet via a 3rd party service to ensure all vehicles meet state and local safety standards.

Tab 5.e

Dependacare prides itself on a thorough vetting process for all drivers. Our process includes multiple interviews and screening stages, this includes the following requirements:

- Drivers are recruited using 3rd party job boards and website postings.
- Dependacare Transportation recruiting standards are as follows.
 - The driver must be 23 years of age or older.
 - The driver must be able to pass a background and drug screening.
 - The driver must successfully complete all CTAA training milestones and be able to demonstrate an understanding of the training material.

Tab 5.f

Once hired, Dependacare Transportation invests heavily in the onboarding process as well as continuous training for all staff. Every employee must sign the comprehensive Dependacare Transportation handbook and Key Person Agreement as a condition of employment. The employee handbook covers these topics:

Acknowledgment and Consent to Company Policies 3

I. EMPLOYMENT 5

a. Nature of Employment 5

b. Equal Employment Opportunity 5

c. Business Ethics and Conduct 5

d. Personal Relationships in the Workplace 6

| | |
|--|---|
| <ul style="list-style-type: none"> e. Immigration Law Compliance 6 f. Conflicts of Interest 7 g. Outside Employment 7 h. Non-Disclosure 8 i. Disability Accommodation 8 | <ul style="list-style-type: none"> d. Pay Deductions 13 e. Expenses 14 |
| II. EMPLOYMENT STATUS AND RECORDS 9 <ul style="list-style-type: none"> a. Employment Categories 9 b. Employment Reference Checks 9 c. Personnel Data Changes 9 d. Assignment Of Duties 9 e. Termination of Employment 10 | V. WORK CONDITIONS AND SCHEDULE 14 <ul style="list-style-type: none"> a. Work Schedules 14 b. Emergency Closings 15 c. Visitors in the Workplace 15 d. Mobile Devices 15 e. Use of Facilities, Office Equipment and Supplies 15 f. Vehicles 16 g. Electronic Mail/Internet Access and Computer Usage Policy 16 |
| III. EMPLOYEE TIME OFF 10 <ul style="list-style-type: none"> a. Jury Duty 10 b. Bereavement Leave 10 c. Workers Compensation 10 d. Requests for Time Off 11 e. Paid Time Off 11 | VI. EMPLOYEE CONDUCT 18 <ul style="list-style-type: none"> a. Warning 20 b. Suspension 20 c. Dismissal 21 d. Resignation 22 e. Separation Procedure 22 f. Drug and Alcohol Abuse 22 g. Non-Harassment 23 h. Workplace Violence 24 i. Smoking 24 j. Attendance and Punctuality 24 k. Personal Appearance and Dress Code 25 |
| IV. TIMEKEEPING AND PAYROLL 11 <ul style="list-style-type: none"> a. Timekeeping 11 b. Performance and Compensation 11 <ul style="list-style-type: none"> i. Pay Periods 12 ii. Holidays 12 iii. Overtime 13 iv. Performance Evaluation 13 c. Administrative Pay Corrections 13 | |

Dependacare Transportation ensures that all drivers are fully trained and certified in defensive and safe driving, customer assistance methods, ADA sensitivity training and special care policy and procedures, emergency procedures, and daily vehicle inspections and care. Drivers undergo two weeks of Passenger Assistance Safety and Sensitivity Training (PASS). The CTAA PASS training is extremely comprehensive and guided by an over 350-page document that involves a combination of classroom, on the job shadowing and hands-on training that covers the above training topics as well as the topics outlined below:

- | | |
|--|---|
| <ul style="list-style-type: none"> ● <i>Distracted Driving</i> ● <i>Driver Fatigue</i> ● <i>Transit Employee Occupational Safety and Health</i> ● <i>Professionalism</i> ● <i>Customer Service</i> ● <i>Communication</i> ● <i>Stress</i> ● <i>People First Language</i> | <ul style="list-style-type: none"> ● <i>Americans with Disabilities Act</i> ● <i>Assisting Passengers with Service Animals</i> ● <i>Disability Awareness</i> ● <i>Diabetes</i> ● <i>Epilepsy or Seizure Disorders</i> ● <i>Bloodborne Pathogens</i> ● <i>Kidney Dialysis</i> ● <i>Mobility Equipment and Features</i> |
|--|---|

- *Lift Operation*
- *Wheelchair Securement*
- *Securing the Wheelchair Occupant*
- *Transporting an Aging Society*
- *Sexual Harassment*
- *Accidents and Emergencies*
- *Evacuation and use of Fire Extinguishers*

Dependacare Transportation can provide documentation verifying that all required personnel have completed this training. A specific driver's training may be reviewed in the event of a customer complaint or incident report.

In addition to the above, Dependacare Transportation hosts mandatory monthly staff meetings and mandatory quarterly hands-on safety refresher trainings. Annual training includes topics that cover professional conduct, safety procedures, and how to transport and meet the needs of individuals with disabilities, limited English proficiency (the President and CEO is bilingual), behavioral or emotional challenges, minors, and those that may have experienced trauma.

Dependacare Transportation Dispatchers/Supervisors receive the same training that drivers undergo as well as training on public relations skills, proper phone etiquette procedures (including TTY use), crash and incident procedures, communication procedures, as well Dependacare Transportation's operating policies. A week of classroom training is dedicated to systems training, and review of all contract requirements.

Tab 5.g

Dependacare Transportation maintains high and consistent standards implemented through equitable practice when it comes to disciplinary actions. The employee handbook outlines what behaviors constitute a verbal warning, written warning, suspension, and termination. The action taken is dependent on the behavior, which could be triggered by something as small as excessive absences to something more serious such as harsh driving. Disciplinary actions are supported by data and facts surfaced through investigation to promote a fair and reasonable workplace culture.

Tab 5.h

During the interview process, the medical and physical qualifications are discussed so potential employees are aware of what is involved and concerns about meeting those requirements can be surfaced at that time. Requirements include entering and exiting vehicles by stepping and kneeling and supporting passengers entering and exiting vehicle, lift 30 lbs. from the floor to your head, crouch and squat for pre- and post-trip inspections, push a person in a wheelchair up a ramp, and a minimum of 20/40 vision or better in each eye.

Tab 5.i

Below is the exact verbiage as listed in section **VI. Employee Conduct, f. Drug and Alcohol Policy:**

Dependacare Transportation is committed to the health and safety of our employees, the quality of the services we provide, the efficient operation of our organization, and the well-being of the public. As such, employees of Dependacare Transportation are expected to maintain a drug-free work environment and to promote the eradication of illegal drugs in the workplace.

An employee found to be under the influence of, or possessing, manufacturing, distributing, transferring, purchasing or selling illegal drugs or possessing illegal drug paraphernalia on Dependacare Transportation's premises, or while on assignment for Dependacare Transportation, will face disciplinary action up to and including immediate termination. The use of alcohol, or the abuse of over-the-counter or prescription drugs on Dependacare Transportation's premises, or while on assignment for Dependacare Transportation, may result in disciplinary action up to and including immediate termination. The legal use of prescribed drugs is permitted on-the-job if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Dependacare Transportation reserves the right to require applicants and/or employees to be screened for illicit drug use and/or alcohol use at any time. Dependacare Transportation further reserves the right to search Dependacare Transportation's property, including employee workstations, at any time. Violators of this policy will be subject to disciplinary action up to and including termination.

Tab 5.j

Dependacare Transportation does not use subcontractors for any of its contracts.

Tab 5.k

DEPENDACARE TRANSPORTATION VEHICLE ROSTER

| Van No. | Year | Make | Model | Odometer | Condition | Wheelchair Capacity | Passenger Capacity |
|---------|------|--------|---------------|----------|-----------|---------------------|--------------------|
| 53 | 2023 | Toyota | Sienna/Hybrid | 8 | New | 1 | 6 |
| 52 | 2023 | Toyota | Sienna/Hybrid | 8 | New | 1 | 6 |
| 51 | 2023 | Toyota | Sienna/Hybrid | 8 | New | 1 | 6 |
| 50 | 2023 | Toyota | Sienna/Hybrid | 8 | New | 1 | 6 |
| 49 | 2023 | Toyota | Sienna/Hybrid | 8 | New | 1 | 6 |
| 48 | 2023 | Toyota | Sienna/Hybrid | 8 | New | 1 | 6 |
| 47 | 2023 | Toyota | Sienna/Hybrid | 8 | New | 1 | 6 |
| 46 | 2023 | Toyota | Sienna/Hybrid | 8 | New | 1 | 6 |
| 45 | 2023 | Toyota | Sienna/Hybrid | 8 | New | 1 | 6 |
| 44 | 2023 | Toyota | Sienna/Hybrid | 8 | New | 1 | 6 |
| 43 | 2023 | Toyota | Sienna/Hybrid | 8 | New | 1 | 6 |
| 42 | 2023 | Toyota | Sienna/Hybrid | 8 | New | 1 | 6 |
| 41 | 2023 | Toyota | Sienna/Hybrid | 8 | New | 1 | 6 |
| 40 | 2023 | Toyota | Sienna/Hybrid | 8 | New | 1 | 6 |
| 39 | 2023 | Toyota | Sienna/Hybrid | 8 | New | 1 | 6 |
| 38 | 2023 | Toyota | Sienna/Hybrid | 838 | New | 1 | 6 |
| 37 | 2023 | Toyota | Sienna/Hybrid | 959 | New | 1 | 6 |
| 36 | 2023 | Toyota | Sienna/Hybrid | 2039 | New | 1 | 6 |
| 35 | 2023 | Toyota | Sienna/Hybrid | 2435 | New | 1 | 6 |
| 34 | 2023 | Toyota | Sienna/Hybrid | 2771 | New | 1 | 6 |

| | | | | | | | |
|----|------|--------|---------------|---------|-----------|---|----|
| 33 | 2022 | Toyota | Sienna/Hybrid | 2303 | New | 1 | 6 |
| 54 | 2023 | Ford | Transit XL | 4 | New | 2 | 9 |
| 55 | 2023 | Ford | Transit XL | 4 | New | 2 | 9 |
| 56 | 2023 | Ford | Transit XL | 4 | New | 0 | 12 |
| 57 | 2023 | Ford | Transit XL | 4 | New | 0 | 12 |
| 58 | 2023 | Ford | Transit XL | 4 | New | 0 | 12 |
| 59 | 2023 | Ford | Transit XL | 4 | New | 0 | 12 |
| 60 | 2023 | Ford | Transit XL | 4 | New | 0 | 12 |
| 61 | 2023 | Ford | Transit XL | 4 | New | 0 | 12 |
| 62 | 2023 | Ford | Transit XL | 4 | New | 0 | 12 |
| 63 | 2023 | Ford | Transit XL | 4 | New | 0 | 12 |
| 32 | 2018 | Ford | Transit | 75,370 | Excellent | 2 | 2 |
| 31 | 2018 | Ford | Transit | 66,599 | Excellent | 0 | 9 |
| 30 | 2020 | Ford | Transit | 94,838 | Excellent | 0 | 11 |
| 29 | 2020 | Ford | Transit | 92,380 | Excellent | 0 | 11 |
| 28 | 2018 | Ford | Transit | 144,801 | Excellent | 1 | 7 |
| 27 | 2019 | Ford | Transit XL | 102,459 | Excellent | 0 | 12 |
| 26 | 2019 | Ford | Transit XL | 76,204 | Excellent | 0 | 12 |
| 25 | 2019 | Ford | Transit | 98,245 | Excellent | 1 | 7 |
| 24 | 2019 | Ford | Transit | 170,729 | Excellent | 1 | 7 |
| 23 | 2019 | Ford | Transit | 180,213 | Excellent | 1 | 7 |
| 22 | 2019 | Ford | Transit | 172,397 | Excellent | 1 | 7 |
| 21 | 2019 | Ford | Transit | 151,033 | Excellent | 1 | 7 |
| 20 | 2019 | Dodge | Caravan | 205,383 | Excellent | 2 | 5 |
| 19 | 2019 | Dodge | Caravan | 221,173 | Excellent | 2 | 5 |
| 18 | 2019 | Dodge | Caravan | 215,172 | Excellent | 2 | 5 |
| 16 | 2018 | Ford | Transit XL | 201,491 | Excellent | 2 | 3 |
| 15 | 2018 | Ford | Transit | 273,190 | Excellent | 2 | 3 |
| 14 | 2017 | Dodge | Caravan | 288,648 | Good | 2 | 3 |
| 13 | 2017 | Dodge | Caravan | 211,215 | Good | 2 | 3 |
| 10 | 2015 | Ram | Promaster | 213,525 | Good | 2 | 9 |
| 9 | 2015 | Dodge | Caravan | 210,417 | Good | 2 | 3 |
| 8 | 2015 | Dodge | Caravan | 298,914 | Good | 2 | 3 |
| 7 | 2017 | Dodge | Caravan | 281,800 | Good | 2 | 3 |

ATTACHMENT H

| Proposed Unit Pricing | | | |
|---|--|----------------|------------|
| Item | Description | Unit | Unit Price |
| 1 | Base Trip Charge | Each | \$ 75.00 |
| <i>Enter Number of Miles included in the Base Trip Charge</i> | | <i>8 miles</i> | |
| 2 | Additional Mileage Charge (over initial miles in Base Trip Charge) | Mile | \$ 3.75 |
| 3 | Child's Car Seat / Booster Seat | Each | \$ 30.00 |
| 4 | Safety Vest (sizes XS - XL) | Each | \$ 20.00 |
| 5 | Wheelchair Restraints | Each | \$ 40.00 |

| Hypothetical Scenario #1 | | | | | |
|---|---------------------------------|-------------------|-------|------------|----------------|
| <i>Travel to BREC Academy (Wagner Road) with three (3) student pickups - Total of 42.2 Miles after 1st pickup</i> | | | | | |
| Item | Description | Qty | Unit | Unit Price | Extended Price |
| 1 | Base Trip | 1 | Each | \$ 75.00 | \$ 75.00 |
| <i>Additional Miles over initial miles in Base Trip Charge</i> | | <i>34.2 miles</i> | | | |
| 2 | Additional Mileage Charge | 34.2 | miles | \$ 3.75 | \$ 128.25 |
| 3 | Child's Car Seat / Booster Seat | 2 | Each | \$ 30.00 | \$ 60.00 |
| Hypothetical Scenario #1 - Total Price (equals the sum of Items 1 - 3) | | | | | \$ 263.25 |

| Hypothetical Scenario #2 | | | | | |
|---|---------------------------------|-----------------|-------|------------|----------------|
| <i>Travel to KEYS Academy (Caroline) with five (5) student pickups - Total of 59 Miles after pickup</i> | | | | | |
| Item | Description | Qty | Unit | Unit Price | Extended Price |
| 1 | Base Trip | 1 | Each | \$ 75.00 | \$ 75.00 |
| <i>Additional Miles over initial miles in Base Trip Charge</i> | | <i>59 miles</i> | | | |
| 2 | Additional Mileage Charge | 59 | miles | \$ 3.75 | \$ 221.25 |
| 3 | Child's Car Seat / Booster Seat | 1 | Each | \$ 30.00 | \$ 30.00 |
| Hypothetical Scenario #2 - Total Price (equals the sum of Items 1 - 3) | | | | | \$ 326.25 |

| Hypothetical Scenario #3 | | | | | |
|--|---------------------------|-------------------|-------|------------|----------------|
| <i>Travel to Grafton Integrated with one (1) student pickup - Total of 21.5 Miles after pickup</i> | | | | | |
| Item | Description | Qty | Unit | Unit Price | Extended Price |
| 1 | Base Trip | 1 | Each | \$ 75.00 | \$ 75.00 |
| <i>Additional Miles over initial miles in Base Trip Charge</i> | | <i>13.5 miles</i> | | | |
| 2 | Additional Mileage Charge | 13.5 | miles | \$ 3.75 | \$ 50.63 |
| Hypothetical Scenario #3 - Total Price (equals the sum of Items 1 - 3) | | | | | \$ 125.63 |

| Hypothetical Scenario #4 | | | | | |
|---|---------------------------|-------------------|-------|------------|----------------|
| <i>Travel to Tidewater Academy (Wakefield, VA) with one (1) student pickup - Total of 58.1 Miles after pickup</i> | | | | | |
| Item | Description | Qty | Unit | Unit Price | Extended Price |
| 1 | Base Trip | 1 | Each | \$ 75.00 | \$ 75.00 |
| <i>Additional Miles over initial miles in Base Trip Charge</i> | | <i>58.1 miles</i> | | | |
| 2 | Additional Mileage Charge | 58.1 | miles | \$ 3.75 | \$ 217.88 |
| Hypothetical Scenario #4 - Total Price (equals the sum of Items 1 - 2) | | | | | \$ 292.88 |

| Hypothetical Scenario #5 | | | | | |
|--------------------------|--|--|--|--|--|
|--------------------------|--|--|--|--|--|

ATTACHMENT H

| Travel to The Lead Center with three (3) student pickups - Total of 23.3 Miles after 1st pickup | | | | | |
|---|---------------------------------|------|-------|------------|----------------|
| Item | Description | Qty | Unit | Unit Price | Extended Price |
| 1 | Base Trip | 1 | Each | \$ 75.00 | \$ 75.00 |
| Additional Miles over initial miles in Base Trip Charge <u>15.3 miles</u> | | | | | |
| 2 | Additional Mileage Charge | 15.3 | miles | \$ 3.75 | \$ 57.38 |
| 3 | Child's Car Seat / Booster Seat | 1 | Each | \$ 30.00 | \$ 30.00 |
| Hypothetical Scenario #5 - Total Price (equals the sum of Items 1 - 3) | | | | | \$ 162.38 |

| Hypothetical Scenario #6 | | | | | |
|--|-----------------------------|------|-------|------------|----------------|
| Travel to The Lead Center with one (1) student pickup - Total of 31.7 Miles after pickup | | | | | |
| Item | Description | Qty | Unit | Unit Price | Extended Price |
| 1 | Base Trip | 1 | Each | \$ 75.00 | \$ 75.00 |
| Additional Miles over initial miles in Base Trip Charge <u>23.7 miles</u> | | | | | |
| 2 | Additional Mileage Charge | 23.7 | miles | \$ 3.75 | \$ 88.88 |
| 3 | Safety Vest (sizes XS - XL) | 1 | Each | \$ 20.00 | \$ 20.00 |
| Hypothetical Scenario #6 - Total Price (equals the sum of Items 1 - 3) | | | | | \$ 183.88 |

| Hypothetical Scenario #7 | | | | | |
|--|---------------------------|-----|-------|------------|----------------|
| Travel to Faison Center with one (1) student pickup - Total of 10.9 Miles after pickup | | | | | |
| Item | Description | Qty | Unit | Unit Price | Extended Price |
| 1 | Base Trip | 1 | Each | \$ 75.00 | \$ 75.00 |
| Additional Miles over initial miles in Base Trip Charge <u>2.9 miles</u> | | | | | |
| 2 | Additional Mileage Charge | 2.9 | miles | \$ 3.75 | \$ 10.88 |
| Hypothetical Scenario #7 - Total Price (equals the sum of Items 1 - 3) | | | | | \$ 85.88 |

| Hypothetical Scenario #8 | | | | | |
|--|---------------------------|------|-------|------------|----------------|
| Travel to Faison Center with one (1) student pickup - Total of 42.4 Miles after pickup | | | | | |
| Item | Description | Qty | Unit | Unit Price | Extended Price |
| 1 | Base Trip | 1 | Each | \$ 75.00 | \$ 75.00 |
| Additional Miles over initial miles in Base Trip Charge <u>34.4 miles</u> | | | | | |
| 2 | Additional Mileage Charge | 34.4 | miles | \$ 3.75 | \$ 129.00 |
| Hypothetical Scenario #8 - Total Price (equals the sum of Items 1 - 2) | | | | | \$ 204.00 |

| | | | | | |
|--|--|--|--|----|----------|
| Total Hypothetical Scenario Price (equals the sum of Hypothetical Scenarios 1 - 8) | | | | \$ | 1,644.13 |
|--|--|--|--|----|----------|

Jenefer S. Hughes, MBA, ACA
Commissioner of the Revenue
CHESTERFIELD COUNTY BUSINESS LICENSE

BUSINESS LOCATION: 306 TURNER RD STE N NORTH CHESTERFIELD VA 23225-6418

BUSINESS OWNER: DEPENDACARE TRANSPORTATION, LLC

LICENSE NUMBER: 123397

LICENSE PERIOD: 01/01/2023 TO 12/31/2023
Must be renewed by 03/01/2024

START DATE: 03/01/2013

TRADE NAME: DEPENDACARE TRANSPORTATION, LLC

ADDRESS: STE N
306 TURNER RD
NORTH CHESTERFIELD VA 23225-6418

CLASSIFICATION:
000100 PERSONAL SERVICE - GENERALLY
TAX CODES:
190 PERSONAL/BUSINESS SERVICE





DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Addendum No. 1

Date: April 27, 2023
Request for Proposal: #23-2493-2EMF Supplemental Student Transportation Services for Henrico County Public Schools
Receipt Date/Time: May 9, 2023; 2:00 p.m.
Subject: Date for Oral Interviews

Ladies/Gentlemen,
Please make the following corrections, deletions and/or additions to the above referenced IFB:

Added Federal Contract Provisions See Attached – Offerors to provide signed copy with proposal.

Sec.VII.B.3 – shall read:

3. Tab 2 – Offeror’s Qualifications, Experience, Resumes and Financial Capacity
In this tab, Offerors should demonstrate the Offeror’s, and their staff’s, qualifications, and experience in providing the services as requested in this Request for Proposal. Submit current resumes of **all staff** that will be providing the services to the County. Offerors should provide, at a minimum, documentation demonstrating that they are regularly engaged in providing the services solicited in this RFP in Virginia for no less than five (5) years. If subconsultants are to be utilized, provide similar documentation to what has been requested of the Offeror in this section. Offerors shall also include the databases against which the background checks will be or have been conducted to comply with Section II Item C(4) of this RFP and certify that it complies with the Fair Credit Reporting Act and all other applicable laws. Additionally, Offerors should provide documentation demonstrating their financial capacity and the ability of the Offeror to successfully continue to provide services throughout the contract term(s).


All other specifications and General Terms and Conditions shall remain the same.

Bidders must take due notice and be governed accordingly. Failure to acknowledge this addendum may result in your bid being declared non-responsive.

Questions and Answers on following pages.

Sincerely,
Eileen M. Falcone
Assistant Division Director
Fal51@henrico.us

ACKNOWLEDGEMENT:

Signature:  _____

Print Name: Edgar Gonzalez

Company: Dependacare Transportation LLC

Date: 5/8/2023

RFP 23-2493-2EMF
Questions and Answers
April 28, 2023

1. Is there an anticipated number of vendors to be awarded through this RFP?

Answer: No

2. Will Henrico County adjust vehicle and/or personnel requirements in cases where items referenced in the RFP are explicitly not applicable to non-commercial vehicles and personnel if vendors meet and exceed all pertinent criteria and equivalent applicable standards? For example, sedan-based supplemental transportation of individuals or small groups generally does not require fire extinguishers or internal video recording hardware.

Answer: No

3. Please provide historical and/or estimated information on the following: - Number of students and miles traveled vary from month to month – These numbers come from our largest month for the 22-23 school year. (**McKinney-Vento “MV”; Exceptional Education “SPED”**)
- Monthly ridership – **For MV 125 unique riders, 6 for SPED.**
 - Average number of riders per one-way trip – **For MV 2, 3 for SPED (6 total)**
 - Number of one-way trips per month – **For MV 2,143, 104 for SPED**
 - Average mileage per one-way trip – **For MV 20, 147 for SPED**
 - Total trip mileage per month – **For MV 44,331, 6, 953 for SPED**
 - Average, minimum and/or maximum number of clients in each vehicle – **For MV we have single riders, but no more than 3 riders per trip currently because EverDriven uses private cars.**
4. How often will contractors be required to share safety and performance data with the County? What type of data will be required?

Answer: At the initial start of the contract and upon request if needed due to unforeseen events/issues.

5. In order to assist proposers in offering competitive pricing, please provide the following information:
- Current and/or previous contractor(s) – **EverDriven is currently our only provider**
 - Current contractor rates – Fee Structure:
 - Trip Fee (**includes first 12 miles**) **\$61.80**
 - Per Mile Fee (**after the first 12 miles**) **\$2.32**
 - Additional Fees (as needed/requested):
 - Wheelchair Fee (**per student**) **\$25.75**
 - Car Seat/Safety Vest Fee (**per student**) **\$5.15**
 - Wait Time Fee (per hour, billed in 15 min. increments) **\$61.80**
 - Monitor Fee (per hour, 2-hour minimum) **\$25.75**
 - No Show or Late Cancel **Full Price of Trip**
 - Sample invoice(s) – **please see attached**

6. If operating as a transportation broker, who is responsible for checking that vehicle and drivers meet expected standards outlined on this RFP? Is it the transportation broker or the subcontracted transportation provider?

Answer: Successful Offeror(s) must supply information stating all requirements have been met.

7. What process or procedures do you require to ensure that subcontractors meet all regulatory insurance requirements?

Answer: Successful Offeror(s) must supply information stating all requirements have been met.

8. Will Henrico County require contractors to maintain their own primary insurance in addition to those of their drivers?

Answer: The owner of the vehicles needs to meet the insurance requirements.

9. Does the County require real-time GPS oversight for each ride?

Answer: While we currently can be provided this from EverDriven – it is not a requirement from the MV or SPED Perspective

10. As public funding often prohibits offshore outsourcing, does Henrico County require customer support and dispatch staff to be located in the United States?

Answer: When immediate Customer Support is needed, it should be timely.

11. What is the contractual value of this RFP?

Answer: It has been budgeted for.

12. Will the County consider a minimum contract value/guarantee?

Answer: No

13. What is the total number of trips for the 2021-2022 school year?

Answer: For MV 15,200 – one-way trips, 1,169 for Sped

14. What is the average mileage per trip?

Answer: 20 – varies widely – but on average for MV, 297 AM/206 PM for Sped Average

15. What is the average number of students per trip?

Answer: 2 for MV, 4 for SPED

16. What is the anticipated number of trips and mileage specific to the summer months?

Answer: 4 for SPED

17. Will the District allow for alternative proposals?

Answer: Yes. Each proposal would be scored separately. Offerors should clearly name them as Proposal 1 and Proposal 2.

18. Will the District allow for an alternative pricing model that is based on a per-trip fee?
Answer: Yes, however offerors must provide pricing as requested in attachment H for evaluation purposes. Alternate pricing may be discussed if your firm is shortlisted.
19. Who is your current provider?
Answer: EverDriven
20. Are you experiencing any major issues?
Answer: Yes, there are some issues.
21. Can you please provide a copy of the current contract and 3 months of invoices is outsourced?
Answer: Please see attached
22. Can bidders provide fleet and driver information 30 days prior to the start of the contract rather than during the bidding process?
Answer: No
23. Could you send us information on the routes that currently run? If you aren't able to provide full information, could we get information on 5-10 routes? (Please include any mileage, equipment, and monitor/aid needs.)
Answer: We cannot at this time.
24. Can you please send us the Responsible Offeror Certification form per Sec. VI.L? We can't locate the form in the RFP.
Answer: There is no form. Offerors shall provide information in Tab 1.

FEDERAL CONTRACT PROVISIONS

1. Debarment and Suspension Clause (2 C.F.R. PART 200 APPENDIX II(H))

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3485. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3485, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3485, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3485, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2. Procurement of Recovered Materials Clause (2 C.F.R. § 200.322)

- (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (b) Meeting contract performance requirements; or
 - (c) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. Byrd Anti-Lobbying Clause (2 C.F.R. PART 200 APPENDIX II(I))

- (1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- (2) Required Certification. If applicable, contractors must sign and submit to the agency the following certification (See the separate Anti-Lobbying Certification attached to the end of these Terms and Conditions.).
- (3) The undersigned certifies, to the best of his or her knowledge and belief, that:
 - 1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

4. Termination of Cause and Convenience (2 C.F.R. PART 200 APPENDIX II(B))

The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

5. Contract Work Hours and Safety Standards Act (2 C.F.R. PART 200 APPENDIX II(E)) (40 U.S.C. 3701-3708; 29 C.F.R. 5.5(b))

Required in all contracts over \$100K utilizing mechanics or laborers (as defined in 40 U.S.C §§ 3701)

- (1) The contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5), as applicable.
- (2) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (3) *Violation, liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (2) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (2) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (2) of this section.
- (4) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3) of this section.
- (5) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (2) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (2) through (5) of this section.

6. Clean Air Act and the Federal Water Pollution Control Act Clauses (2. C.F.R. PART 200 APPENDIX II(G))

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Education, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Department of Education.
- (4) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (5) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Education, and the appropriate Environmental Protection Agency Regional Office.
- (6) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Department of Education.

7. Legal/Contractual/Administrative Remedies for Breach (2 C.F.R. Part 200, APPENDIX II(A))

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, 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 the County may have.

8. Equal Employment Opportunity Clause (2 C.F.R. PART 200 APPENDIX II(C))

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

9. Clauses Required by 2 C.F.R. PART 200 APPENDIX II(D)

Required for certain construction contracts over \$2K

- (1) To the extent applicable, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) The contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) The contractor shall pay wages not less than once a week.
- (4) The contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), 18 U.S.C. 874, and the requirements of 29 CFR Part 3 as applicable, which are incorporated by reference into this contract.
- (5) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses of this section and such other clauses as the Department of Education may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (6) Breach. A breach of these contract clauses may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. Rights to Inventions Made Under a Contract or Agreement Clause (2 C.F.R. PART 200 APPENDIX II(F))

The contractor will comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Department of Education.

11. Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the County, the Department of Education, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- (3) The contractor agrees to provide the Department of Education or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

12. Department of Education Seal, Logo, and Flags

The contractor shall not use the Department of Education seal(s), logos, crests, or reproductions of flags or likenesses of Department of Education agency officials without specific Department of Education pre-approval.

13. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that Department of Education financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, and Department of Education policies, procedures, and directives.

14. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

ANTI-LOBBYING CERTIFICATION

Byrd Anti-Lobbying Clause (2 C.F.R. PART 200 APPENDIX II(I))

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the agency the following certification.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Edgar Gonzalez, President and CEO

Name and Title of Contractor's Authorized Official

Dependacare Transportation LLC

Printed Name of Offeror

(if different than Representative)

6750 Bull Hill Road, Prince George, VA 23875 ♦ (804) 896-4779 ♦ sabooruqdah@yahoo.com

CAREER SUMMARY

Motivated, personable business professional with a successful 15-year track record of profitable business management.. Prominent experience in leading and building relationships with cross-functional teams, customers, vendors, stakeholders, and all levels of management. Specific areas of experience:

- | | | |
|-----------------------------------|---------------------------|----------------------------|
| ♦ Relationship Management | ♦ Metric Development | ♦ Expenditure Processing |
| ♦ Business and Process Management | ♦ Risk and Change Control | ♦ Training and Development |
| ♦ Conflict Management | ♦ Business Development | ♦ Strategic Planning |

PROFESSIONAL EXPERIENCE

Circustrix/Defy – Glen Allen, VA

General Manager

May 2021 – Sept 2022

- ♦ Partnered with corporate resources to revitalize business functions and appearance.
- ♦ Increased membership and ticket sales increasing yearly EBITDA.
- ♦ Created new area business partnerships expanding brand recognition within the region.
- ♦ Developed “Red Zone” sales process that has been adopted into multiple locations.
- ♦ Effectively led opening of new Short Pump location.
- ♦ Strategically partnered with internal and external resources to enhance employee recognition, while driving enhanced customer experiences.
- ♦ Partnered with DM to coach develop and train newly onboarded AGM’s.
- ♦ Assisted in recruiting interviewing and hiring AGM/GM candidates.

Confidential Employer – Richmond, VA

Director of Operations

August 2018 – May - 2021

- ♦ Revitalized relationship with VA Premier, which resulted in a renewal to the stretcher program, resulting in an anticipated increase to increase profits by 25% before the end of the first quarter of 2020.
- ♦ Secured partnership with Assure2Care; onboarding two additional large capacity brokers is underway.
- ♦ Mitigated several high impact events to include driver accidents and incidents, thus reducing exposure of high profile missed trips.
- ♦ Bridge management and employee relations by addressing demands, grievances or other issues.
- ♦ Effectively managed business development increasing revenue strains by adding new services, clients and business service area.
- ♦ Served as a liaison towards building the foundation new division of business.
- ♦ Inherited a business area carrying a \$4.1M deficit and reduced deficit to \$804k in nine months.
- ♦ Increased transportation network efficiency from 43% to 55% within a six-month period, trending at a rate of 6 – 8% per month.
- ♦ Decreased missed transport trips by 71% within a 10-month period, resulting in cost savings of \$1.5 million USD.
- ♦ Effectively managed transportation budget of \$90M and reduced cost of goods sold by 50%
- ♦ Partnered with vendors to improve transportation network performance by establishing new metrics to drive on time performance and demask compliance expectations.

- ♦ Introduced new training, development, and bonus programs resulting in a reduction of employee attrition by half.

City of Richmond – Richmond, VA

Director of Citizens Service and Response (Interim)

2015 – 2018

- ♦ Served as business sponsor over the implementation of a new customer relationship management (CRM) tool that resulted in improved city services and constituent satisfaction
- ♦ Successfully reduced capital project spending by \$2M without impacting services provided residents of the City of Richmond.
- ♦ Created a simplified and focused training program that both reduced training times and saved cost without missing any components of the original training program.
- ♦ Established Director's level council meeting highlighting communication between city service departments resulting in an enhanced cross pollination of best practices and positive trends.
- ♦ Authored processes to begin the building of new city departments and services.

Startek – Lynchburg, VA

Senior Operations Manager

2013 - 2015

- ♦ Managed national sales channel while maintaining 47% variable profit margin.
- ♦ Led program design, development, and delivery process for new products in collaboration with WorldStrides Curriculum and Academics Team.
- ♦ Led new program initiatives; developed and reviewed proposals for new products to undergo throughout the product delivery process.
- ♦ Provided innovative thinking in emerging education fields, with a specific focus on the role of technology and digital learning (i.e. Adaptive Learning, Blended Learning, etc.); recommend state-of-the-art practices for existing and new products.
- ♦ Identified, recruited, and managed partners in support of new products.
- ♦ Developed new and maintained existing academic and corporate partnerships.

Verizon Wireless – Richmond, VA

Regional Manager

2009 -2013

- ♦ Managed all aspect of daily operations as a multi-site manager.
- ♦ Recruited, trained, and developed sales staff.
- ♦ Created monthly metrics and sales bonus plans.
- ♦ Consistently led the number one and two sales team in the region.
- ♦ Implemented new marketing strategies to enhance foot traffic in retail locations.
- ♦ Managed B2B and B2C relationships.
- ♦ Expanded into new sales territories while maintaining a effective and productive sales team.

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|------------------|
| EDUCATION |
|------------------|

Associate of Science, General Studies, Richard Bland College, Petersburg, VA

Bachelor of Science, Industrial Engineering, Virginia Commonwealth University, Richmond, VA

APPENDIX B

Jonathan Pereira

14106 Aldengate Rd. Midlothian, VA 23114
804-836-3719
jonmichaelpereira@gmail.com

SKILLS

Operations management, fleet management, logistics, call center management, transportation management, procurement, relationship management, process development and implementation, business development.

Non-Profit board of Directors experience, volunteer and donation event organizing, fundraising, corporate engagement organization.

Willing to relocate to specific regions. Open to remote opportunities.

EXPERIENCE

QLabs Inc.

Charleston, WV – Logistics Coordinator

August 2022 - March 2023

Oversaw logistics staff, including employee couriers, inventory specialist, and outsourced courier service providers; handling toxicology, dermatology, histology, and PCR specimens from multiple providers across WV and the SouthEastern United States.

Responsible for ordering toxicology and dermatology testing supplies for probation and clinical clients around WV and the SouthEastern United States.

C&H Taxi, Link Transportation

Charleston, WV – Director of Operations

November 2021 - August 2022

I developed and fostered relationships with non-profits, municipal governments, and businesses in the region to provide free, subsidized, or low-cost, safe transportation options.

I created and implemented KPI, review processes, and various positions to create a career path within the company for current and new employees. While expanding capacity and demand in both social and non-emergency medical transportation divisions. I developed innovative recruitment campaigns, and cross-marketing with local and regional influencers.

GlobalTranz

Hurricane, WV - Carrier Representative

August 2020 - September 2021

My primary task was to source capacity and build carrier relationships while improving service and accounting metrics. I built relationships with large national carriers and became sought after by sales teams from several other branches. Leading to me accepting special projects to provide cross-sellable products to current and new customers. I merged a new office into the WV office both virtually and in- person and was a founding member of the Diversity, Equality, and Inclusion committee, responsible for community outreach and engagement.

M&J Intermodal

Atlanta, GA - *Operations Manager*

April 2017 - August 2020

I started a local terminal operation in Atlanta, GA. It quickly grew from 1 truck and myself in the office to 15 trucks, a clerk, and fleet manager within 6 months. Starting with one account, I had increased our contracts to 10 national accounts within 6 months, creating up to 2 million dollars in billable linehaul. I was responsible for driver and staff recruiting, training, development, and retention, customer service, accounting, safety, business development, and operations.

Brown Integrated Logistics

Lithonia, GA - *Fleet Manager*

September 2015 - April 2017

I was an onsite fleet manager for two accounts in my time at Brown Integrated Logistics, Consolidated Container Company and Kroger. I was responsible for planning and dispatching routes and loads to a fleet of company drivers and owner operators. Working on-site at the customers locations also meant I was responsible for maintaining relationships with clients as the primary point of contact.

Abilene Motor Express

Richmond, VA - *Outbound Manager*

February 2013 - September 2015

As the outbound planner I was responsible for planning and dispatching outbound routes to over 500 company drivers. This included execution of all outbound LTL (less than truckload), FTL (full truckload), and local operations. The process that existed was antiquated leaving lots of capacity unused. I took on overtime hours and completely replaced existing outbound processes with more effective methods, increasing capacity by over 30%. This led to me being promoted to Outbound Manager with a staff of 3 planners.

- Construction material delivery, temperature-controlled transportation, kosher transportation and asset management.

Certifications

PASS Trainer Certified- Issued by the A.T.A this certification allows me to train staff and drivers on passenger assistance, safety, and sensitivity.

CDL Class A (not currently self certified)

Volunteer and Community Service

Dress For Success River Cities- Vice Chair, Board of Directors. Volunteer and Donations Committee Chair. Working with local and national businesses to raise funds, sponsor events, introduce program clients to potential employment or quality of life resources.

I developed relationships with the West Virginia International Yeager Airport, Capital Jet Center, Habitat for Humanity of Kanawha and Putnam, QLABs, and some other small, local businesses to install donation boxes. I arranged logistics for collection of donations via in-kind donation of courier services at QLABs.

Disabled American Veterans- I volunteered for weekly bingo nights. Held at the local VFW post and at the McGuire V.A. Hospital, Bingo night allowed disabled veterans time to socialize and enjoy comradery with their peers. Responsibilities included transportation, concessions, prize distribution, game auditing.

Friends of the James- I have volunteered for river and trail clean-ups and maintenance events. These are centered around the James River and its trail system in the Richmond, VA region.

Atlanta Beltline Foundation- I volunteered on site clean-up and ambassadoring projects on the Atlanta Beltline project. Ambassador work included in-the-street surveys, handing out marketing and project update materials, and linking to the organization in social media posts.

Fresh Marta Market- I volunteered in community gardens and urban farms in Atlanta, GA. This included cleaning growing areas of weeds, pests, and unhealthy crops as well as harvesting and transporting produce to pop-up markets hosted in MARTA transit stations.

Habitat of Humanity of Kanawha and Putnam- I offer administrative and event planning skills to this organization, based in Charleston, WV.