Opening Date: June 22, 2021

Time: 2:00 PM EST

Shore Delivery Corps (SDC) invites any organization, non-profit or private entity, to submit a proposal to assume remaining delivery needs of clients of Shore Delivery Corps' grocery and prescription delivery services.

#### **ORGANIZATION AND MISSION**

Shore Delivery Corps originated in 2020 as an unincorporated committee of volunteers to provide a complimentary delivery service of needed medical supplies and prescriptions as well as perishable and non-perishable groceries to our fellow Eastern Shore of Virginia citizens who are at the highest risk for serious complications from the novel Coronavirus (COVID-19), thus allowing this population to stay at home, away from public places and decreasing the potential exposure and spread of this virus. This has been a year-long volunteer service both for deliveries and financial support. Experience has shown a need for this service beyond the critical Covid-19 timeframe. <a href="https://www.shoredelivery.org">https://www.shoredelivery.org</a>

#### **OUR FUNCTION**

Since April 2020, SDC has been making deliveries several times a week to the homes of clients who place orders with participating vendors. Currently SDC delivers on Tuesdays and Thursdays and again on the fourth Wednesday of each month for the Food Bank's "Healthy Meals" program.

To accomplish the deliveries, we operate a voice over Internet Protocol PBX-style telephone system that enables our call center/dispatchers to work remotely from any location with Internet access via phone, tablet, or computer. The client calls the vendor, places and pays for the order and then calls SDC to request the delivery. SDC logs the delivery and dispatches a driver at the appropriate time. The pickups and delivery are "hands off" to protect the store workers, drivers and the clients.

#### **RFP REQUEST**

SDC is looking for an organization or company to assume the role of SDC going forward. Respondent should demonstrate the capability of providing the service and ability to offer the dependable, courteous service our volunteers have provided for the past year.

Many of our clients could not pay for a delivery service or could only cover a nominal cost. SDC seeks an RFP response that identifies a set of delivery fees. SDC expects to have funds to subsidize deliveries for a year or more. Respondent should show their ability to efficiently operate the service to maximize the ability of SDC to continue to subsidize charity deliveries.

#### **BID PARTICULARS**

The contract between SDC and awarded respondent will be for one year, with an option to renew for up to (2) one-year periods, or up to a total of three years. The agreement is expected to commence on August 1, 2021 and prices are fixed for the initial year contract period. If subsequent years are agreed to by mutual consent, the price increase shall not exceed 2.5% per annum or the cost of living increase, and the lower of these two percentages will be the increased amount.

Questions concerning this RFP should be submitted to **ShoreDeliveryCorps@gmail.com** using the subject line: "Community services RFP Inquiry" by 3:00 pm on 06/16/2021.

Answers will be posted to www.ShoreDelivery.org/request-for-proposals/ by 3:00 pm EST on 06/18/2021.

Submission of Proposal Documents must be submitted in PDF format via e-mail to ShoreDeliveryCorps@gmail.com by 2:00 pm EST on 06/22/2021.

**Award of Contract:** Shore Delivery Corps intends to award a contract by July 15, 2021 with the goal of full contract incorporated functionality by August 1, 2021.

All candidates will be informed of a decision by July 31, 2021.

NOTE: All costs related to the submission of this RFP must be assumed by the submitting organization/vendor. No expenses will be reimbursed.

Bid will offer rate for delivery of "Healthy Meals" and a rate for delivery of all other grocery, Food Bank, and prescription orders as detailed in "Scope of Work."

Please complete the vendor contact information requested below and include with your submission:

Company Name:	
Federal Employer Identification #:	
Contact Person/Title:	
Address:	
Telephone:	
Fax:	
E-mail Address:	
I certify that I am authorized to sign on behalf of the organization I represent agree to all terms and conditions described herein. I hereby attest that I have understand, and agree to all terms, conditions, and specifications set forth in Proposal, unless otherwise stated in writing and submitted with this bid pack	ve read, n this Request for
Authorized Signature / Title:	
Printed Signature:	
Date:	
Telephone Number:	
Email Address:	

#### **SCOPE OF WORK**

- Bidder must be familiar with all Grocery/Pharmacy locations within Northampton and Accomack County areas. Courier must be able to deliver to any location in both Counties.
- Delivery days are currently Tuesdays and Thursdays and again on the fourth Wednesday of each month for the Food Bank "Healthy Meals" program. Service days may need to adjust based on demand.
- SDC delivery protocols have been "hands off," with clients ordering and paying for their orders and then notifying SDC for a delivery request. Deliveries are made to outside of residence only.
   A list of participating vendors is included in EXHIBIT A.
- o A few clients would be able to afford to pay some or all of the delivery cost. Most cannot. SDC is expecting to subsidize or pay for those who cannot afford to pay as long as SDC funds last.
- On the fourth Wednesday of each month, the Food Bank's "Healthy Meals" program requires a single pickup with an average of 15 deliveries. This makes them appropriate for a "flat rate" per client offer for deliveries and SDC would take such an offer into account on scoring RFP responses.
- The remaining deliveries may be from any vendor to any client and therefore a rate schedule is requested on a per-client and territory basis or a per-mile basis.
- o For an existing non-profit with drivers or vehicles, SDC will consider an offer to support the non-profit's budget to pay for driver hours to perform the service.
- Bidder's employees shall be direct employees of the bidder and no subcontracting of this service is permitted by the selected vendor. SDC expects excellent customer service to be provided by the selected and reserves the right to have a staff member removed from SDC contract service for cause.
- Couriers will use company-owned or leased vehicles or personal vehicles that are clearly marked and all vehicles must be insured and compliant with all State and Federal laws and regulations that apply to transportation. The chosen vendor must provide a Certificate of Insurance naming the holder. Vendor must have a minimum of Two Million Dollars (\$2,000,000.00) in General Liability coverage and One Million Dollars (\$1,000,000.00) in automobile liability.
- o Winning bidder will establish and maintain a call and dispatch center to fulfill client requests.
- o Winning bidder will sign a contract with SDC.
- All employees of the winning bidder must have a valid State of Virginia driver license and not have any felony convictions or drug-related misdemeanors. Background checks for all employees must be performed by the winning bidder.
- The winning bidder will certify their employees are trained in proper handling of medical supplies and prescription drugs, perishable and non-perishable foods, and are trained in HIPAA compliance.

- All employees of the winning bidder must be in uniform or wear company identification when making pickups and deliveries.
- The winning bidder should be flexible in adjusting schedules to meet the operational needs of SDC clients. Routes may need to be adjusted per mutual consent of both the vendor, client and the Call Center dispatcher.
- Winning bidder will not perform "other client will call pick-ups" that will impact the delivery/pick-up times of SDC clients.
- Winning bidder must be able to provide service reports for all service orders and deliveries on an "as-requested" basis or via access to a web portal.
- Each courier vehicle used for the pickup and delivery of goods must carry the appropriate CDC recommended cleaning/sanitization supplies for healthy hygiene practices for preventing the spread of COVID-19.
- Winning bidder will provide a phone number and dedicated point of contact for the SDC.
   Winning bidder must have electronic tracking of all pickups and delivery.
- Winning bidder must have warehouse capabilities that can manage and stabilize various cleaning supplies and other supplies.
- Website maintenance and social media platform experience is preferred. Winning bidder is expected to assume responsibility for keeping web and social media current and accurate.

#### **BASIS OF AWARD**

SDC reserves the sole right to determine whether a proposal is responsive and to select a proposal that best serves the interest of the SDC, and award a contract from any proposal. SDC reserves the right to award separate agreements to multiple bidders if in the best interest of SDC. SDC reserves the right to select partial solutions from the Bidder's offering. If multiple agreements are awarded, an order preference will be provided to bidders with the lowest overall cost proposal.

SDC reserves the right to accept, reject, or waive any irregularities in any proposal. SDC reserves the right to reject all responses received in response to this request.

The contract will be for work on an "as needed" basis. No quantity of work or duration is guaranteed.

SDC reserves the right to disqualify any Bidder for cause including, but not limited to, the following:

- o Misrepresentation and/or omission of facts in the Bidder's submittal, or in any other communication from Bidder in connection with this submittal request.
- Submission of a proposal deviating from an acceptable range of credible proposals or quotes, which places the Bidder excessively high or excessively low and indicates an unrealistic appraisal of the costs of agreement performance, and which may indicate a lack of understanding of

- agreement requirements, and which the respondent cannot substantiate, indicating an inability to perform as specified.
- A lack of quality references. SDC will be the sole judge of whether a Bidder has the prior experience required for this service needed by the SDC.
- Responses that are incomplete, in that there has been failure to respond in all of the requested areas, may be disqualified. SDC reserves the right to set the criteria for and make this determination independently in each case.

Unless otherwise stated, the Bidder's proposal will be considered valid for a period of two (2) months from the bid due date.

SDC is not liable for any cost incurred by Bidders prior to the issuance of an agreement, contract or purchase order.

- **A. Mistakes Discovered Before Opening.** A bidder may correct mistakes discovered before the time and date set for receipt of bids by withdrawing and replacing or by correcting the bid.
- **B.** Mistakes Discovered After Opening But Before Award Informality. An informality is a minor defect or variation of a bid or proposal from the exact requirements of the Invitation for Bids which does not affect the price or services being procured. SDC may, in its sole discretion, waive such informalities or permit the bidder to correct them, whichever procedure is in the best interest of SDC.
- **C. Judgment Errors.** Bids may not be withdrawn if the mistakes are attributable to errors in judgment, nor may such mistakes be waived or corrected.
- **D. Nonjudgmental Mistakes Mistakes Where the Intended Correct Bid is Evident.** If the mistake and the intended correct bid are clearly evident in the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident in the bid document are typographical errors, errors in extending unit prices, transposition errors and arithmetical errors. In case of an error in price extension, the firm fixed unit price shall govern.
- **E. Mistakes Where the Intended Correct Bid is Not Evident.** A bidder may be permitted to withdraw a low bid if a mistake is clearly evident from the bid documents submitted by the bidder and/or a comparison with other bids.
- **F. Mistakes Discovered After Award.** Bids containing mistakes shall not be corrected or withdrawn after award of a contract or issuance of a job number. No plea or claim of mistake in a bid or resulting contract shall be available as a defense in any legal proceeding brought

upon a contract or purchase order awarded to a bidder as a result of the breach or nonperformance of such contract or job number.

The award will be determined by lowest overall costs offered and by SDC's determination of experience and quality of respondent and the services being offered. SDC's determination of quality and experience are solely in SDC's purview and our decisions are final.

The Bidder scoring lowest on cost and highest in quality shall be given the opportunity to enter into contract negotiations with SDC. If SDC and Bidder are unable to come to satisfactory terms, SDC reserves its right to pursue other alternatives, including, but not limited to, awarding the opportunity to negotiate with the next highest scoring Bidder.

Responses that are incomplete in that there has been failure to respond in all of the requested areas may be disqualified. SDC reserves the right to set the criteria for and make this determination independently in each case.

Bidder may opt to assume the expense and operation of the current distributed call center. It presently operates with 5 lines. The cost is approximately \$162/month and is provided by Vonage. It provides unlimited calling throughout the Shore and unlimited connectivity from anywhere via the Internet. Call quality has been excellent when attached to any good Internet service. Such assumption would provide continuity of the telephone number and our previous advertising.

#### **QUALIFICATIONS**

- 1. State name, title of principals and total number of employees.
- 2. Provide year of organization's founding.
- 3. Provide ownership of company and subsidiary information, if applicable.
- 4. Provide the address and a general description of your business including number of employees and number of fleet vehicles in this lower Eastern Shore region.

Bid response should include the following information:

- 1. The proposed rate schedule for standard deliveries as well as a proposed rate schedule for "Healthy Meals" deliveries.
- 2. Protocols for keeping clients and drivers healthy.
- 3. Protocols for insurance and driver vetting to ensure the safety of clients being served.
- 4. A detailed description of your organization's ability to provide a web-based tracking program to SDC. Describe what information would be available to SDC via an on-line web site.
- 5. Provide an example of a delivery invoice. Describe your process for invoicing and how disputes are handled.
- 6. Describe the process you use to train employees in customer service, HIPAA compliance, and safety training in transporting biohazardous materials.
- 7. Describe and provide samples of your status and management reports. Can the reports be customized to meet specific client needs?
- 8. Provide a resume for the person who will be the point of contact for SDC as well as his/her background experience.
- 9. Describe your capability to meet changing routes of customers and how quickly you can respond to an "URGENT" request.
- 10. Describe your capabilities and any value-added services that you can provide.

5. References: SDC requires references from previous customers who are on a pick-up/delivery schedule. References must clearly show date(s) of experience, name of customer(s) receiving similar products/services. For each reference, please provide a name, title, telephone number, and email address. Furnishing incorrect and/or incomplete reference information may lead to a bidder's elimination from consideration of award. The decision to eliminate bidder from consideration for award for poor reference checks or for incorrect and/or incomplete reference information shall be at the sole discretion of SDC and shall not be subject to appeal.

If this is a new entity or SDC deliveries are a new venture, then please provide personal, business, and banking references. Entrepreneurs considering a new business venture are encouraged to apply. Please also provide a detailed explanation of why you believe that you are capable of providing superior service for this RFP.

6. Has your firm had their services terminated by a client in the last 3 years? If so, explain the circumstances of why that business was ended.

Termination: SDC may terminate any resulting Agreement immediately in the event that Bidder is convicted of a criminal offense or is excluded from participation in any federal or state program.

**Note:** SDC may require an interview before making a final selection for this service.

#### **EXPECTED CONTRACT TERMS AND CONDITIONS**

- 1. **Status of Vendor:** All Vendor staff assigned to SDC deliveries pursuant to this agreement shall for all purposes under this agreement be considered employees of Vendor only. Vendor shall assume sole and exclusive responsibility for the payment of wages to Vendor staff for services performed by them for SDC. Vendor shall, with respect to said Vendor staff, be responsible for withholding federal and state income taxes, paying federal social security taxes, unemployment insurance, maintaining worker's compensation coverage in an amount and under such terms as required by the Virginia Labor Code. Failure to comply with these requirements will result in disqualification of your firm as an approved vendor for services requested and termination of the contract.
- 2. **Insurance Coverage Requirements**: Vendor shall maintain current insurance types and limits as follows:

#### **Business Automobile**

Per Occurrence \$ 1,000,000

#### **Professional Liability**

Per Occurrence \$ 1,000,000

**Aggregate** \$ 2,000,000

#### **Personal & Advertising Injury** \$ 1,000,000

Coverage shall include endorsements to the insurance policies for contractual liability coverage and defense indemnification of SDC by Vendor.

#### **Worker's Compensation**

Will be maintained in an amount covering Vendor full liability under the Worker's Compensation of the Commonwealth of Virginia. If the general liability and/or professional liability insurance is written on a claims-made form, coverage must continue for three years following termination of this agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this agreement. Vendor shall furnish SDC with Certificates of Insurance evidencing compliance with all requirements and certificates. Vendor shall make provisions for a thirty-day advance written notice of any modification, change, or cancellation of any of the above insurance coverage.

3. **Indemnification:** Vendor shall defend, indemnify, and hold SDC harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this contract, but only in proportion to and to the extent such liability, loss,

expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Vendor, its officers, employees, or agents. SDC shall defend, indemnify, and hold Vendor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this contract, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

#### 4. Background Check:

- In accordance with SDC policy, background checks must be conducted on all personnel involved in this service.
- Vendor shall conduct all such checks via reputable organizations and provide results (if requested) to the SDC. Any negative or derogatory information on a background check must be reported to SDC.
- 5. **Private and Confidential Information:** Vendor, as the employer of the assigned employee, agrees on behalf of itself and the employee that Vendor personnel shall not reveal or disclose proprietary, confidential client information, including any HIPAA- protected information to unauthorized persons, including, but not limited to, family, friends, relatives, associates, suppliers, vendors, customers, and competitors.
- 6. **Non-Waiver:** Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.
- 7. **Invoices** are to be rendered monthly for the prior month and only if the services in this contract have been furnished. Invoices must be itemized and must identify all applicable discounts.

#### **INVOICE TO:**

Shore Delivery Corps Care of: ES of VA Community Foundation P. O. Box 205 Onley, Virginia 23418

#### 8. APPLICABLE LAWS AND COURTS

Any SDC contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its principles of conflicts of laws and any litigation with respect thereto shall be brought in the court of appropriate jurisdiction. The Vendor shall be responsible for compliance with all the laws of the Commonwealth of Virginia, and such other standards, codes and regulations having application to the goods or services provided. Without limitation, Vendor shall comply with all nondiscrimination laws and regulations of the Commonwealth, as well as all laws and regulations concerning the maintenance of a drug-free workplace.

#### 9. TERMINATION

The SDC may terminate the resulting contract cause upon thirty (30) days written notice to the Vendor. The Vendor shall not be paid for any service rendered or expenses incurred after receipt of such notice, except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Vendor's work under this contract.

#### 10. Rate Chart for deliveries:

To be part of contract

Notwithstanding the one-year term, the contract is null and void if SDC exhausts fund available to support continuing the subsidies. SDC will endeavor to provide up to 60 days' notice of such exhaustion.

#### **EXHIBIT A: Vendors**

List of pick up locations for the SDC, for courier services

#### **Grocery Stores:**

Cape Charles Food Lion: (757) 331-2340

Onley Food Lion: (757) 787-7546 Oak Hall Food Lion: (757) 854-4493 Quail Cove Farms: (757) 678-1275 Matthews Market: (757) 824-3061 Walmart Onley: (757-302-4089 Walmart Pocomoke: (410) 957-9600

#### **Hispanic Markets:**

El Ranchito, Cheriton: (757) 709-0524

Casa Hispania, Nassawadox: (757) 442-4100

#### **Pharmacies:**

Rayfield's Pharmacy, Cape Charles: (757) 331-1212 Rayfield's Pharmacy, Nassawadox: (757) 442-6159 Lloyd's Shore Pharmacy, Exmore: (757) 442-7982 Walgreens Pharmacy, Exmore: (757) 442-8542

CVS Pharmacy, Onley: (757) 787-1810
Walmart Pharmacy, Onley: (757) 442-7982
Walgreens Pharmacy, Onley: (757) 787-7154
H & H Pharmacy, Chincoteague: (757) 336-3115
H & H Pharmacy, Oak Hall: (757) 824-4477

#### **EXHIBIT B: Sample of a Day's deliveries**

- 1. Matthews Market going to Onancock
- 2. 2 Walmart: 1 to Melfa & 1 to Painter
- 3. 4 Pharmacy: 3 Rayfields Cape Charles with 2 going to Cheriton, 1 to Cape Charles; 1 Walgreens,
- Exmore to Belle Haven
- 4. 1 Food Bank going to Greenbush

### **EXHIBIT C: Log of past three months' deliveries**

Date	Calls	Grocery	Prescriptions	Food Bank	Total
2-Feb	11	4	. 2	2	8
4-Feb	7	1	2	0	3
9-Feb	6	1	0	2	3
11-Feb	12	3	4	3	10
16-Feb	5	4	1	1	6
18-Feb	7	1	2	2	5
23-Feb	12	2	2	5	9
24-Feb	0			12	12
25-Feb	2	2	0	1	3
Totals	62	18	13	28	59
					0
Date	Calls	Grocery	Prescriptions	Food Bank	Total
3-Mar	10	1	2	8	11
4-Mar	2	2	0	0	2
9-Mar	3	2	1	0	3
11-Mar	4	2	0	3	5
16-Mar	3	2	0	4	6
18-Mar	4	2	1	0	3
23-Mar	9	2	0	3	5
24-Mar	7	0	0	18	18
25-Mar	9	3	3	2	8
30-Mar	2	2	1	0	3
Totals	53	18	8	38	64
Date	Calls	Grocery	Prescriptions	Food Bank	Total
1-Apr	1	1	0	0	1
6-Apr	12	2	2	2	6
8-Apr	5	1	3	3	7
13-Apr	5	1	2	2	5
15-Apr	8	3	2	0	5
20-Apr	10	3	4	4	11
22-Apr	10	4	3	1	8
27-Apr	16	1	1	2	4
28-Apr	13	1	0	17	18
29-Apr	2	2	1	3	6
Totals	82	19	18	34	71