

**ADDENDUM NO. 1  
TO  
YUBA-SUTTER TRANSIT AUTHORITY  
REQUEST FOR PROPOSALS  
OPERATION AND MAINTENANCE OF  
YUBA-SUTTER TRANSIT SERVICES**

**NOTICE TO ALL BIDDERS:**

This Addendum is attached to and made part of the above entitled specifications from the Yuba-Sutter Transit Authority. Each Proposer shall acknowledge receipt of this addendum in their submitted proposal.

**CHANGES TO RFP SPECIFICATIONS**

1. RFP, p.8, Part 1, Section I, Subsection E, Zero Emission Buses, last sentence is amended to read:

*"ZEB experience will therefore be a consideration in the selection of the successful contractor."* (Underline added to indicate change)

2. RFP, p.11-12, Part 1, Section II, Subsection H, Required Submittal Information:

(a) First paragraph, to clarify the number of allowed pages, proposals are encouraged to be printed double-sided, but may not exceed seventy-five pages of text/content per the RFP requirement.

(b) First paragraph. Fourth sentence is amended to read:

*"The seventy-five (75) pages shall include all text pages, tables, figures, exhibits, divider and cover pages, but shall not include required proposal forms, Cost Proposal forms, sample or supporting documents specifically requested in the RFP, appendices and attachments to the proposal."*

(c) Item 3 in the listing of required information is amended to read:

*"Completed, signed and dated proposal certifications (Attachment 3);"*

3. RFP, p.57, Contract Paragraph 19, Changes, fifth sentence is amended to read:

*"A shift of vehicle service hours between services within the maximum value or an increase or decrease of up to twenty percent (20%) within the current span of service would not constitute a change as defined in this agreement, but any such shift or change shall only occur at the direction of Yuba-Sutter Transit."* (Underline added to indicate change)

4. RFP, p.81, Part 3, Section 2.4, Operating and Maintenance Facility, add to the list of Authority responsibilities related to the facility:

- General liability and property insurance for losses other than those related to the occupancy and use by CONTRACTOR.

5. RFP, p.83, Part 3, Section 2.12.1, Storm Water Pollution Prevention Plan (SWPPP), second sentence is amended to read:

*“A copy of the approved Plan has been posted on the Authority website at <https://www.yubasuttertransit.com>.”*

6. RFP, p.86, Part 3, Section 3.6, Training of Drivers and Operations Personnel, the first paragraph is amended to read as follows:

*“CONTRACTOR shall develop, implement and maintain a formal training and retraining program for all drivers, subject to approval by AUTHORITY. For new drivers to the Yuba-Sutter Transit service, the program must provide, at a minimum, forty (40) hours of classroom instruction covering defensive driving, vehicle code, vehicle components, first aid, state rules and regulations, accident/incident procedures, radio procedures, wheelchair lift procedures, passenger relations, employee work rules, Yuba-Sutter Transit operating policies as promulgated by Yuba-Sutter Transit, and forty (40) hours of behind-the-wheel training under qualified supervision. Drivers with current experience operating Yuba-Sutter Transit services must be provided a minimum of twenty (20) hours of refresher training, policies and procedures, and CONTRACTOR’s employee work rules. All drivers shall be trained and licensed to operate all types of buses and services provided under this contract.” (Underline added to indicate change)*

7. RFP, p.87, Part 3, Section 3.9, Safety Program, Final sentence is amended to read:

*“CONTRACTOR shall comply with all applicable California Highway Patrol and OSHA requirements, and shall furnish AUTHORITY with copies of annual CHP inspections, safety compliance reports and any other related documents.”*

8. RFP, pp.88-89, Part 3, Section 3.13, CAD/AVL System, second paragraph, second sentence amended to read:

*“DoubleMap products include a CAD/AVL system with a public facing interface, digital signage, automated voice announcements (AVA) for fixed route buses, digital passenger counters, a ride scheduling application called TapRide, and back office management.” (Underline added to indicate change)*

9. RFP, p.97, Part 3, Section 4.14.4, Street Furnishings, is amended to read:

*“CONTRACTOR shall provide emergency clean-up and/or securement of bus stop signs, posts, benches and shelters as necessary.”* (Underline to indicate change)

10. RFP, p.98, Part 3, Section 4.15, Environmental Requirements, amended to add:

*“4.15.5 Storm Water Pollution Prevention Plan (SWPPP)*

*CONTRACTOR shall comply with and be responsible for implementing the AUTHORITY’s Storm Water Pollution Prevention Plan (which is referenced in Section 2.12.1 and posted to the AUTHORITY’s website).*

Except for the changes noted above, all other requirements and specifications in this Request for Proposals remain unchanged.



Keith Martin, Transit Manager

Issued May 21, 2019

## **RESPONSE TO SUBMITTED QUESTIONS**

Q1. Currently the incumbent contractor provides 120 hours of training for all new hire operators. Does the Authority expect any successful contractor to continue with this level of training? Currently the RFP requires only a minimum of 80 hours.

Response: Please see Change 6. The RFP in Section 3.6, Training of Drivers and Operations Personnel, of the Scope of Work, as amended above, specifies 40 hours of classroom instruction and 40 hours of behind-the-wheel training as the minimum requirement for drivers new to the Authority’s services. Proposers are expected to propose the level of training they feel is necessary to achieve the driver certification and licensing requirements specified in the RFP.

Q2. Several of the current non-revenue vehicles that are part of the existing contract are older and will require major component replacement in the new contract term. Will the Authority allow these costs to be passed through, or will the contractor still bear the cost of the major component replacements for the non-revenue vehicles?

Response: No. Proposers are directed to Scope of Work Section 4.2.2, Support Vehicles, which clearly defines the responsibility for support vehicles.

Q3. In last contract, the operating costs grew beyond the CPI increases that were allowed by the Authority. This new RFP has the same format. Would the Authority consider a different cost escalation instead of CPI?

Response: No. For the Base Term of the contract to be awarded, the rates of compensation will be as proposed by the successful Contractor without adjustment. For any option periods exercised by the Authority, the rates of compensation for each year of the option periods may be administratively adjusted as specified in the Cost Proposal Section C, Compensation in Option Periods, and Contract Paragraph 2.(c), Option Terms. The language in both cited sections states that “...the rates of Contractor compensation for each year of such option periods shall be administratively adjusted by applying the percentage change (rounded to two decimal places) in the Consumer Price Index – All Urban Consumers U.S. City Average All Items (Series ID CUUR0000SA0) for the immediate preceding February through February twelve-month period, providing that the adjustment shall not be less than two percent (2%) nor greater than four percent (4%).”

Q4. Four of the Optima buses are in challenging shape, with three of the existing vehicles having significant issues, and there is concern they will not make it until the new buses the Authority is planning for arrive. Since these vehicles must last until new fleet vehicles are delivered in the future, would the Authority consider taking on the costs for these buses, or does the contractor still need to account for these costs in its proposal?

Response: Responsibility for the costs of maintaining all Authority vehicles until they are removed from Contractor control will be as stated in Scope of Work Sections 2.5, Revenue Vehicle Maintenance Costs, and 4.8, Engine, Transmission and Differential Overhaul and Replacement (Major Components). The NABI/Opus (Optima) buses are scheduled for replacement before the end of December 2019. To the extent possible, the Authority will work with the successful Contractor to avoid either party incurring major maintenance costs during the final months of these vehicles' operation.

Q5. Please confirm that all liability insurance limits that are required can be met by any combination of primary and excess insurance.

Response: Yes.

Q6. Performance Bond/Security – Please confirm that a standard annually renewable performance bond form is acceptable to the Authority.

Response: It is the Contractor's responsibility to ensure that the “*performance bond or other acceptable security*” satisfies the requirements specified in Paragraph 10, Performance Bond, of the Contract. As specified in that section,

*“Such bond or security shall be subject to the approval of AUTHORITY'S Attorney and Finance Director...”*

Q7. General and Vehicle Insurance – Please confirm that a Crime Insurance Policy is acceptable as a Fidelity Bond is no longer commercially available. The protection you are seeking is available through a Crime Policy.

Response: Paragraph 7.(d) of the Contract reads: “(d) During this agreement, CONTRACTOR shall maintain an appropriate Fidelity Bond or other security acceptable to AUTHORITY...” So long as the provided Crime Policy satisfies the requirements of the Contract it will be acceptable.

Q8. General and Vehicle Insurance – refers to the policy “specifically including dangerous condition of public property, as well as coverage for the facility and property provided by the Authority...” Given that the public property is outside of the contractor’s control, would the Authority consider taking on this liability instead of the contractor?

Response: No.

Q9. Will the Yuba-Sutter Transit Authority (Authority) please consider a one-week extension of the proposal due date?

Response: No.

Q10. Section H. Required Submittal Information of the RFP states: “The seventy-five (75) pages shall include all text pages, tables, figures, exhibits, divider and cover pages, and required proposal forms, but shall not include appendices and attachments to the proposal. Proposers are warned against placing material information in appendices and/or attachments.”

a. Will the Authority consider excluding the required forms and pricing forms from the page limit?

b. Several requests in the Proposal Questionnaire asks for proposers to attach supporting or sample documents. Please confirm these requests and if the requested documentation will count against the page-limit?

Responses:

(a) Yes. See Change 2(b) above.

(b) See Change 2(b) above.

Q11. Would the Authority please provide the last 2 years of historical payroll by class?

Response: The requested data is proprietary and not available to the Authority.

Q12. Would the Authority please provide the estimated value of the facility and all equipment required to be covered by the Contractor's insurance?

Response: Current insured value of the facility and related equipment is estimated at approximately \$6 million.

Q13. Would the Authority please provide the last 5 years of loss run reports for Auto and Workers Comp coverages?

Response: This data is not available to the Authority.

Q14. Would the Authority please provide the current preventive maintenance inspection intervals for the revenue vehicles in the Yuba-Sutter Transit fleet.

Response: See the PMI schedules for the three types of revenue vehicles operated by Yuba-Sutter Transit which have been posted on the "Contract Opportunities" page under "Transit News" on the Authority website [<https://www.yubasuttertransit.com>].

Q15. Is the bus wash equipment utilized on the revenue vehicles after each day's service?

Response: No. RFP Section 4.10, Vehicle Cleaning, requires the exteriors on all buses to be washed at least twice per week. The current Contractor does, on occasion, wash revenue vehicles more frequently than this requirement depending on road and weather conditions.

Q16. Would the Authority please provide the implementation and installation schedule(s) for DoubleMap and TapRide systems.

Response: It is anticipated that the DoubleMap system will be installed and implemented in June 2019 and that the TapRide system will be installed and implemented in July 2019, but the installation and implementation of both systems is expected to be completed prior to the initiation of this contract on October 1, 2019.

Q17. Is a maintenance management software, such as Ron Turley Associates, Assetworks, or Spear being currently utilized by the incumbent Contractor? If so, who owns the license and pays the annual fees?

Response: Yes, the current Contractor utilizes Ron Turley Associates software. Provision of maintenance management software is the responsibility of the CONTRACTOR.

Q18. Would the Authority please confirm the successful Contractor is not responsible for daily cleaning and maintenance of the Street Furnishings?

Response: See Change 9. To clarify, such clean-up or securement is occasionally needed in the event of damage to a shelter, sign, etc. where timely response is needed to ensure public safety.

Q19. Section 4.14.3 Office Supplies and Furnishings states: CONTRACTOR shall provide any office supplies, furnishings and equipment that are determined to be necessary to the management, administration and operation of Yuba-Sutter Transit beyond those provided by the AUTHORITY. Would the Authority please share a listing of what office furnishings and equipment the incumbent Contractor provides?

Response: The Authority has no such listing. Note that, pursuant to Scope of Work Section 4.14.3, all office furnishing and equipment being used by the current Contractor will be present and available for use by the successful proposer.

Q20. Will vehicles be provided to the successful Contractor during the transition period for training purposes?

Response: Two (2) fixed Route buses and two (2) commuter buses will be made available to the successor Contractor for training on Saturdays and Sundays beginning September 1, 2019. Two (2) cutaway buses will be made available beginning September 1 for training on weekdays and weekends. The successor Contractor must provide Vehicle Insurance as specified in the RFP for all training vehicles and will be responsible for the cost of such insurance.

Q21. Will office and other work space be provided to the successful Contractor during the transition period?

Response: Limited office space will be made available to the successful Contractor for use in the transition beginning September 1, 2019. This space will be the Authority's Conference Room [15' x 11'6"] and Break Room [11'6" x 9']. These rooms currently each have a table with chairs.

Q22. Will the Authority please provide the last two years of payment adjustments made due to service standard performance by current Contractor?

Response: The current management contract contains no monetary penalties or incentives.

Q23. Section 4.2.2 refers to the replacement of support vehicles. Will the Contractor be allowed to lease support vehicles or is the preference of the Authority to have these vehicles purchased as a capital acquisition?

Response: The means used by the Contractor to finance the provision of support vehicles will be up to the Contractor. However, at the termination of this contractor, including any extensions thereof, any leases must be paid in full and title to all support vehicles transferred to the Authority.

Q24. Would the Agency consider removing forms, price pages, and tabs from the 75 page limit since they collectively would account for 15+ pages. If not, please confirm tabs are not required.

Response: See Change 2(b) above.

Q25. In the interest of providing a high-quality proposal that fully meets the extensive requirements of the RFP, would Yuba-Sutter consider extending the single-sided page limit from 75 to 125 pages?

Response: No. See changes made to page count in Change 2(b) above.

Q26. Please confirm that the table of contents, cost proposal, Bid Bond, insurance certificate, and attachment tab are not included in the page count.

Response: See Change 2(b) above.

Q27. Please confirm a signed copy of the contract is NOT required to be submitted with the proposals

Response: See Change 2(c) above.

Q28. Please confirm the Agency anticipated hiring a single contractor to perform all services included in the RFP

Response: It is the intention of the Authority to award a single contract in response to this Request for Proposals.

Q29. Please clarify whether these forms are only required to be completed and submitted by the "selected firm" or whether all bidders are required to include these with their proposals. Page 12 #3 indicates the forms are to be included. Page 38 Attachment 3 also indicates these are to be included with the proposal. These forms will take up 7 of the page limit.

Response: The Cost Proposal Forms, Proposal Questionnaire, and Forms contained in Appendix 3 to the RFP must be completed and submitted with each proposal for that proposal to be compliant. Please see Change 2(b) regarding page count exclusions.

Q30. Would the Agency consider establishing a set quantity or maximum number of contracts to list given some contractors operate hundreds of contracts nationally? And recognizing that there is a page limit max for the proposal.

Response: Proposal Questionnaire question #3 requests that the proposer “*List any recent, relevant experience...*” not “all” relevant experience. The firm’s experience and qualifications will be evaluated in part on the submitted information, so we will leave it up to the proposer to determine the amount of information to provide.

Q31. During the transition, how many vehicles will be made available to the incoming contractor to perform training and will office and training space be available to use?

Response: See the response to Question 20 above.

Q32. Would the Agency consider establishing a set quantity or maximum number of contracts to list given some contractors operate hundreds of contracts nationally? And recognizing that there is a page limit max for the proposal.

Response: Proposal Questionnaire question #5 is asking for accident rate data for fixed route and demand response services operated by the proposing firm if available. These would be combined statistics, not the individual statistics for each system.

Q33. Please provide information regarding the current health benefits and co-pays for the current employees to include drivers and staff. Please include as many specifics as possible to include plan design, company contribution for employee only, employee plus one and family so that a similar plan design can be provided.

Response: See Attachment 2 to the RFP. This is the only data available to the Authority and is all that is required by California Labor Code 1070.

Q34. The employee list notes the pay rates as of Sep 30, 2019. Please clarify whether employees receive pay rate increases on their personal anniversary or whether the full pay scale increases on a set day each year such as Sep 30th. If the scale increases each year, please provide the date this occurs.

Response: Note that the pay rates shown in Attachment 2 have been projected to 9-30-2019 with all known increases. The dates of increase for individual employees are not known to the Authority.

Q35. Request that the Option years be exercised by mutual agreement. Many economic factors beyond the control of the contractor may occur making the CPI adjusted rates impractical for one of the parties.

Response: Federal procurement regulations and the California Department of Transportation require that exercise of option periods be solely at the option of the Authority.

Q36. At various times, state, federal, and local governments change laws, rules and regulations which require a company to increase the wages or benefits for the employees that will be employed under this contract. If such an event occurs during the term of the agreement, how will the agency respond for a request for increased compensation. For example, the recent Affordable Care Act legislation significantly affected the level and cost of medical coverage for employees. Since these events cannot be anticipated and the costs are so significant, we need to understand the risk associated with such laws, rules or regulations.

Response: The Contractor may submit a request for increased compensation. However, actions by the Authority are constrained by Federal Procurement regulations.

Q37. Please confirm the Agency provides all facility utilities, garbage collection, internet and telephone services, etc. that are not listed in Section (d)

Response: The first sentence of Paragraph 5.(d) of the Contract states *"(d) Compensation for those items and services provided by AUTHORITY and which are specified in Exhibit A shall not be included in the hourly or monthly rates as defined above."* Please refer to the items and services listed in the Scope of Work (Exhibit A) as being provided by the Authority. The list immediately following the sentence cited above of items and services which are not to be included in Contractor's compensation is not meant to be exhaustive, but only illustrative.

Q38. Please confirm the service level changes of ten percent in this section would apply for the contract and rate re-negotiations.

Response: Please see Change 3.

Q39. Please verify that there is no Disadvantaged Business Enterprise (DBE) goal established for this contract and that a good faith effort is not required.

Response: No, there is no DBE goal for this procurement.

Q40. Please confirm that the contractor shall not be liable for any transit employee protection obligations associated with 49 U.S.C. 5311 or 5333(b). If the contractor is liable, please provide the value of the liability so that it can be captured in the pricing.

Response: The Authority cannot confirm nor estimate any liability under this Federal Contract Clause, if such liability exists.

Q41. Request that the Termination for Convenience include a minimum of ninety (90) days notice.

Response: Federal Contract Clauses may not be changed by the Authority.

Q42. Request that Termination for Default include a minimum thirty (30) day cure period to allow for a full month analysis of improvements made.

Response: Federal Contract Clauses may not be changed by the Authority.

Q43. IT: Is the Contractor able to segment a separate VLAN off the Agency internet service?

Response: Yes, the internet service is currently provided by the Authority and shared with the Contractor. A separate VLAN can be created.

Q44. IT: What up/down bandwidth is available to the Contractor on the Agency internet service?

Response: The Authority provides Comcast Business Internet 150 service which has 150 Mbps download speed and 20 Mbps upload speed.

Q45. IT: Please confirm Contractor can install their own managed router and switch for segmented VLAN.

Response: Yes

Q46. IT: Is there rack space available for Contractor servers, switch, routers, etc?

Response: Yes, a significant amount of rack space is available to the contractor.

Q47. Please clarify whether the Agency will supply computers for contractors maintenance system used for the operation of Yuba-Sutter transit services?

Response: No. However, the current computers used by the Contractor for operation of the maintenance system will be made available to the successful Contractor.

Q48. Please provide the performance measures for each of the Standards listed by month for the past 12 months

Response: Performance measures have not been systematically tracked or monitored under the current contract and are consequently not available.

Q49. Please clarify whether the contractor is responsible for armor car service to transport daily fares to the Agency bank. If responsible, please provide the name of the current armor car service and if pick up is required on all weekdays

Response: The current Contractor does not presently use an armored car service to transport and deposit fare revenues, but if the successful Contractor chooses to use an armored car service the cost of that service will be the Contractor's responsibility.

Q50. Please clarify any age or mileage criteria for when the support vehicles must be replaced. Given that vehicle purchases are typically depreciated over their useful life, will the Agency pay the remaining depreciation for vehicles purchased during the term of the contract?

Response: (a) The Authority has no criteria for when support vehicles are to be replaced. This is up to the Contractor. (b) As to compensation for support vehicles at the termination of this contract, note the final sentence in Section 4.2.2: *"In the event that CONTRACTOR replaces any support vehicles during the term of this contract, including any extensions thereof, title to such vehicles shall pass to the AUTHORITY upon termination of contract without additional compensation."* (Underline added)

Q51. Does the Agency have an expectation of the value of parts inventory that should be maintained and that will be transferred to the new contractor as part of this agreement? Does the agency perform an annual parts inventory to track items purchased for the agency fleet?

Response: The Authority does not conduct any inventory of parts in stock and has no requirement for the value or quantity of parts inventory which is to kept on hand. As stated in Scope of Work Section 4.9, Parts Inventory, *"CONTRACTOR shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle down time and ensure that peak vehicle requirements are met."*

Q52. Please clarify the charges on the Invoices for both Internet Services and Shredding fees. When are these imposed and are these rates set or fluctuate month to month? Page 81 indicates that the Agency provides broadband internet services.

Response: Neither of these charges will apply to the new contract.

Q53. Please clarify the \$478.15 per month invoice rate per vehicle. Is this for vehicle insurance?

Response: Yes.

Q54. DEF Fluid - Please clarify whether DEF fluid is provided by the Agency as part of fuel or whether the Contractor is responsible.

Response: DEF fluid is the responsibility of the Authority, though it is presently purchased through the Contractor's national account.

Q55. Please provide detailed information for each Fixed Route to help with blocking and scheduling. Please include deadhead hours and miles, number of buses currently used on each route, pull-out and return-to-yard times, etc.

Response: This is proprietary information not available to the Authority.

Q56. Who handles passenger paratransit eligibility certifications? Please describe any responsibilities the contractor has for this process.

Response: Certification of ADA paratransit eligibility is the sole responsibility of the Authority.

