Addendum No. 2 to
REQUEST FOR PROPOSAL

FOR

Transit Operations and Maintenance Services

Solano County Transit (SolTrans)
Vallejo, California

SOLICITATION NO. 2020-RFP-02

ADDENDUM ISSUED

November 25, 2020

TRANSIT OPERATIONS AND MAINTENANCE SERVICES

SOLICITATION NO. 2020-RFP-02

ADDENDUM NO. 2

ADDENDUM DATE: November 25, 2020

Notice to all potential PROPOSERS, the following Addendum No. 2 is being issued for the above referenced project. All clarifications, amendments, additions, revisions and/or modifications specified in this addendum are hereby made part of the RFP. Except as stated below, all other terms to the original RFP remain unchanged.

This Addendum consists of SolTrans' responses to Proposer questions, Attachments 1-19, and changes to the RFP.

Questions and Answers:

The responses to proposer inquires, and any other information provided, are provided in the following pages. Please note that in some instances, the question and answer may represent a summary of the matters discussed rather than a word-for-word recitation. Proposers are cautioned that subsequent responses or contract addenda may affect or vary a response previously given.

SolTrans
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Questions & Answers

Questions 1-65:	First Transit
Questions 66-87:	Coach USA
Questions 88-143:	Hallcon Corporation
Questions 144-151:	MV Transportation
Questions 152-177:	Transdev
Questions 178-182:	National Express
Questions 183-216:	Keolis

1. **Pg. 7** **Re: Bonds**
   Performance Bond - Please confirm the amount shall be 25% of the 'final' Base year (aka 5th year)?

   Correct. The performance bond must be for an amount at least equal to 25% of the total projected contract value for the final year of the base term, Contract Year 5.

2. **Pg. 16** **§ 2.3** **Re: Contract Rates**
   Please provide the current rates paid to the existing contractor for variable and fixed costs. Also, please indicate the total amount paid to the contractor for the last fiscal year.

   $59.69 per VRH for fixed route and ADA paratransit, plus a monthly fixed fee of $319,830. In addition, all maintenance parts and consumables are passed through as directly reimbursable costs.

   $9,354,606 was paid to the incumbent contractor in FY2018-19, and $9,201,304 in FY2019-20.

3. **Pg. 16** **§ 2.3** **Re: Invoices**
   Please provide copies of the last three months of invoices from the Contractor.

   See Attachment 1 – Incumbent Contractor Invoices

4. **Pg. 25** **§ 4.2** **Re: Proposal Format**
   Does the 100-page limit exclude cover letter, table of contents, forms, resumes, etc.?

   Yes

5. **Pg. 31** **§ 4.5.4** **Re: Transition**
   During the transition, how many vehicles will be made available to the incoming contractor to perform training? Please confirm SolTrans will provide office and training space for the Contractor during the transition.

   SolTrans will make available as many vehicles as possible without impacting current service or maintenance, during the transition period. At the present time, SolTrans has enough spare buses to meet the incoming Contractor's training needs within reason. If the incoming Contractor requires more vehicles for training than SolTrans can spare, the incoming Contractor will need to provide its own additional training vehicles. SolTrans will grant the incoming Contractor a fair hearing as to the cost implications of providing any additional training vehicles if the need for additional vehicles occurs for reasons beyond the incoming Contractor's control.

6. **Pg. 32** **§ 4.5** **Re: Proposal Document**
   Page 32 notes that Proposer 'must include hourly wage and/or salary to be paid for each position'. However, Page 19 Section 3.3 requires that for the Package 1 technical document that "No cost, price, or financial information of any kind shall be included...". Please clarify if Proposer can include the required wage information in the proposal document.

   Actual wage and salary amounts should be included in the PROPOSER's Cost Proposal. The PROPOSER's Technical Proposal should indicate the number of hours or percentage of each position's time that will be allocated to specific tasks, as appropriate.

7. **Pg. 33** **§ 4.6** **Re: Service Levels**
   Please provide the actual revenue miles and hours, deadhead miles and hours and total miles and hours for each service by month for the last 12 months.

   See Attachment 2 – NTD Reports

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8. **Pg. 33 § 4.6 Re: Revenue Hours**
   The Estimated Revenue Hour Projection Chart only lists Local, Express and Tripper hours. Please provide expected Paratransit hours for each of the contract years.

   See Attachment 3 – Trip Hours Productivity Summary Reports (Paratransit) for FY2019-20 and FY2020-21 (year to date). SolTrans' ADA paratransit service must operate at all times free of capacity constraints as described in FTA Circular 4710.1. Therefore, since future trip volume is inherently unpredictable and vehicle revenue hours are a direct function of the volume of trip requests, SolTrans makes no guarantee as to the number of paratransit vehicle revenue hours that may be required. Proposers should use their best judgement to formulate price proposals for ADA paratransit service that will be sustainable regardless of trip volume.

9. **Pg. 34 § 4.5.5 Re: Labor Relations**
   Please provide a copy of the current labor agreements (ATU FR Drivers & Tech, Teamsters Paratransit Drivers, any others) and the contact name and number for the union representative.

   See Attachment 4 – ATU & Teamsters CBAs

10. **Pg. 34 § 4.5.5 Re: Labor Relations**
    Per Labor Code 1070, we intend to hire as many of the existing employees as possible. In order for us to ensure that they make at least as much, or more than they do now, please provide a seniority list for ALL current employees for this contract, and indicate position, full time or part time, length of service, and current rate of pay.

    1070 disclosure data is being provided upon request under separate cover to all bona-fide bidders. Any firm that intends to submit a proposal, but did not receive the LC 1070 disclosure documents may request them from the SolTrans project manager via email to procurements@soltransride.com. Please include the procurement number of this request for proposals (2020-RFP-02) in the subject line of any emails.

11. **Pg. 34 § 4.5.5 Re: Labor Relations**
    Please provide information regarding the current benefits and co-pays for the current employees to include drivers and staff. What is the current benefit participation? Please include as many specifics as possible.

    See question 10

12. **Pg. 34 § 4.5.5 Re: Labor Relations**
    Do the current labor contract(s) include a pension plan? If so, please provide any details surrounding this plan. i.e. Defined Benefit, Defined Contribution, Under-funded liability.

    See question 9

13. **Pg. 34 § 4.5.5 Re: Labor Relations**
    Are the current transit employees covered by 49 USC 5333(b) (also known as Section 13c of the Urban Mass Transportation Act of 1964)?

    Yes

14. **Pg. 34 § 4.5.5 Re: Management and Support Staff**
    Please provide a list of the positions currently provided by the contractor for this operation. Please indicate whether these positions are 100% dedicated to this contract.

    See Attachment 5 – Org Chart

15. **Pg. 34 § 4.5.5 Re: Management and Support Staff**
    Please provide a current organization chart to include management, staff, and drivers.

    See question 14

16. **Pg. 34 § 4.5.5 Re: Pricing**
    What is the current turnover rate for drivers?

See question 10. All available data is included in 1070 disclosure documents.

17. **Pg. 58 § A.1 Re: Fixed Route Revenue Hour**
For fixed route service, please clarify if billable time continues past scheduled hours on the last trip due to exterior factors (traffic, weather, incidents, etc.).

    Correct. Billable time includes unscheduled hours that occur as a result of service delays outside of the Contractor's control.

18. **Pg. 65 § A.3.3 Re: Annual Hours**
The section indicates SolTrans can increase revenue hours up to 10% with 30 days' notice, then notes that increases over 20% will be provided with 90 days' notice. Please clarify what occurs for increases from 11-19% in a year.

    SolTrans will provide the CONTRACTOR with at least 90 days' notice for any increase in revenue hours over 10%.

19. **Pg. 66 § A.3.4 Re: Service Planning**
What is the current pre-trip and post-trip time per driver?

    12 minutes pre-trip, 5 minutes post-trip

20. **Pg. 66 § A.3.4 Re: Service Planning**
What is the current plan for driver reliefs?

    Driver reliefs are all scheduled to take place either at the O & M Facility, or at the Vallejo Transit Center (VTC). Both locations have driver rooms. Two cutaways are currently used as crew shuttles for reliefs at VTC.

21. **Pg. 66 § A.3.4 Re: Service Planning**
How many extra board hours is the current operator incurring?

    There are currently 6 full-time extra-board bids, totaling 240 hours per week (straight time)

22. **Pg. 66 § A.3.4 Re: Service Planning**
Is the current contractor staging vehicles on any of the routes, and if so, please provide details on the routes that require the staged vehicles to maintain OTP?

    The incumbent contractor does not routinely stage vehicles, except at the O & M Facility

23. **Pg. 66 § A.3.4 Re: Service Planning**
Please provide all route timetables in Excel format

    See Attachments 6a-c – Route Timetables

24. **Pg. 66 § A.3.4 Re: Service Planning**
Please clarify the number of vehicles used in revenue service by day of week and peak service hours and number of buses in service at these times.

    See Attachment 7 – Vehicles by Hour reports

25. **Pg. 66 § A.3.4 Re: Service Planning**
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.

    See question 24 & Attachment 8 – Blocking & Schedule Reports

26. **Pg. 66 § A.3.4 Re: Service Planning**
Please provide a copy of the full detailed current run cut approved by SolTrans

    See Attachment 9 – Roster & Paddles

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27. **Pg. 67 § A.3.7 Re: Equipment / Facilities**
Please clarify who is responsible for the maintenance and upkeep of the facility equipment; bus wash, generator, fueling systems

SolTrans will pay (directly or via passthrough) for all costs associated with maintenance and upkeep of the provided facility equipment (bus wash, generator, fueling systems, air compressor, etc.) exclusive of CONTRACTOR staff time and costs resulting from CONTRACTOR negligence. The CONTRACTOR will have responsibilities relating to monitoring the PMI schedules and operating conditions of the facility equipment, as well as coordinating with third-party vendors.

28. **Pg. 68 § A.3.8 Re: Furniture & Equipment**
Please clarify whether SolTrans will provide all office furniture to include desks, chairs, filing cabinets, tables, etc.

Most necessary office furnishings are included with the offices and workspaces provided for the Contractor's use at the SolTrans O&M Facility. SolTrans may at its sole discretion also choose to provide additional furnishings requested by the Contractor. Any furnishings not provided by SolTrans but required by the Contractor will be at the Contractor's expense. No furnishings may be installed or placed on SolTrans property without prior approval from SolTrans. Contractor will be responsible for the replacement or repair cost of any damaged destroyed or missing furnishings or equipment provided by SolTrans, exclusive of normal wear and tear, if incurred due to Contractor negligence.

29. **Pg. 68 § A.3.8 Re: Furniture & Equipment**
Please clarify whether SolTrans will provide all facility and maintenance equipment/shop tooling. Please specify any items Contractors are responsible for providing.

SolTrans provides all specialty and oversized tools necessary for the maintenance of the fleet and shop equipment. Mechanics purchase their own basic hand tools and receive a tool allowance.

30. **Pg. 72 § A.3.9 Re: Staff Levels**
Please clarify situations in which SolTrans can unilaterally require increase staff levels as indicated for Road Supervisors, Dispatchers and Technicians.

SolTrans does not intend to require "unilaterally" increases in staffing. As stated repeatedly in the RFP and during the pre-proposal meeting, SolTrans seeks a proactive partner who will work cooperatively with SolTrans to correct any deficiencies that may emerge before they become critical. SolTrans will only require specific staffing increases as a last resort in instances where a clear pattern of incomplete or substandard work develops due to insufficient contractor staff resources, and only after good-faith discussions with the Contractor aimed at reaching a mutually agreeable solution.

31. **Pg. 81 § A.4.2 Re: Phone Logs**
Please provide the current call volume, broken down by weekday, Saturday, and Sunday to include hourly levels if possible. Please provide a detailed phone report for each day of a typical week with no holidays broken down by hour of each day to assist with staff planning

See Attachment 10 – VOIP System Reports. All available phone records are included.

32. **Pg. 82 § A.4.3 Re: Dispatch / Reservations**
What is the current percentage of "Subscription Service" trips compared to the total number of trips?

See Attachment 11 – Paratransit Service Summary

33. **Pg. 82 § A.4.3 Re: Hours and Miles**
Please provide the "Route Productivity Report" from the Trapeze software daily for one week and monthly for the last 12 months.

See question 32

34. **Pg. 90 § A.6.2 Re: Maintenance Parts & Tires**
Please clarify the responsibility for tires. Page 90 includes tires in the list of items SolTrans will provide

through a pass-through purchase, however on page 93, section A.6.5 indicates the Contractor is responsible for purchase/lease of tires. Tires are typically considered a consumable.

SolTrans currently uses all new Bridgestone tires, procured through a lease agreement between the current CONTRACTOR and a third-party vendor. Re-treads are not permitted.

The Contractor will be responsible for managing the tire lease/purchases for SolTrans, and invoices from the tire vendor(s) will be reimbursed at-cost in accordance with the passthrough provisions in the Contract. PROPOSERs may suggest any alternate arrangements, so long as the tires provided are of equal or better quality and the price is comparable to or lower than the current cost.

NOTE: The Contractor will be responsible for any costs arising from tires damaged due to Contractor negligence (e.g. sidewall damage due to curb strikes, excessive or uneven tread wear due to improper balancing, etc.)

35. **Pg. 93 § A.6.8 Re: Warranties**
Are there any remaining warranties for the fleet or provided equipment?

Yes, some parts and components are still under warranty. The CONTRACTOR will be responsible for managing warranty claims on behalf of SolTrans with the relevant vendors. For warranty work performed in-house, SolTrans will reimburse the CONTRACTOR's actual cost as a passthrough expense. For warranty work performed by outside shops, SolTrans will either pay the outside vendor directly or reimburse the CONTRACTOR at cost for the third-party vendor invoice. In all cases, the CONTRACTOR will be expected to remit to SolTrans any warranty payments from vendors.

36. **Pg. 95 § A.6.11 Re: Bus Wash Materials**
Please confirm whether bus washing soaps, solvents and tools are provided by SolTrans similar to all parts and consumables

Correct. "Parts and consumables" include, but are not necessarily limited to filters, plugs, batteries, belts, hoses, cables, fasteners, brake pads, tires, fluids, lubricants, solvents, cleaning agents and supplies, etc. Occasionally, other items such as specialty tools may be included as well. Any needed parts and consumables not provided directly by SolTrans will be purchased and passed through by the CONTRACTOR. For all passthrough items, the CONTRACTOR will be expected to manage the purchasing, including ordering, vendor invoices, etc. Further administrative details will be negotiated between SolTrans and the successful PROPOSER.

37. **Pg. 97 § A.7 Re: Reports**
Please provide copies of the last three months of management reports from the Contractor.

See Attachment 12 – Daily Operations Reports for FY2020-21 (year to date)

NOTE: Reporting requirements for the current contract differ substantially from those specified in the RFP, and current reports should not be taken as indicative of SolTrans' expectations for the new contract.

38. **Pg. 101 § A.8 Re: Liquidated Damages**
Please provide the performance statistics of the current contractor for each of the past 12 months for each category listed in the Liquidated Damages section

See Attachment 13 – Fixed Route OTP Reports. For FY2019-20 (the last reporting period available) Miles between preventable accidents were approximately 81,000 and miles between roadcalls (major mechanical) were approximately 26,000.

NOTE: Liquidated damages provisions in the RFP differ significantly from the provisions of the current contract. The LDs section in the RFP contains more provisions than the current contract in order to provide a clearer reference of specific requirements. In addition, many of the specified LD amounts have been reduced substantially. SolTrans strongly prefers to address service failures cooperatively rather than coercively, through a strong working partnership with the CONTRACTOR, and views the assessment of LDs as an option of last resort.

39. **Pg. 101 § A.8 Re: Liquidated Damages**
Please provide a listing of any liquidated damages charged or incentives earned by month over the past 12 months for each category. Please clarify if the liquidated damages listed in the RFP differ from the current contract.

See question 38. $265,500 in LDs were assessed in FY2019-20, all for missed trips.

40. **Pg. 101 § A.8 Re: Liquidated Damages**
Request the following be added to this section: 'SolTrans must notify the Contractor of penalties assessed within thirty (30) days so that the Contractor has the opportunity to investigate the matter in order to either correct the cause of the penalty(ies) or to establish Contractor did not cause the delays. If SolTrans fails to alert the Contractor within thirty (30) days of any penalties, the penalties will be waived.'

All requests and suggestions for changes to the contract language will be considered and can be discussed during negotiations once a successful proposer is identified. Each request for changes to contract language must be accompanied by a completed Proposal Deviation Form and included with submitted proposals. In general, SolTrans is inclined to be receptive toward any proposed changes that confer an operational advantage to SolTrans without increasing price, or that offer a price benefit to SolTrans without unduly compromising service quality or increasing risk to SolTrans.

41. **Pg. 104 § A.8 Re: Liquidated Damages**
Please clarify whether there are any contract Incentives. This section implies Incentives are available for MBPA and MBRC

There are no contract incentives

42. **Pg. 105 § Appendix B Re: Required Forms**
Please provide all Forms required for submittal in Word and/or Excel format

See Attachments 14a & b – Required Forms & Pricing Form

43. **Pg. 129 § Appendix C.1 Re: Fleet**
Please provide information on the Agency provided fleet to include engine type, current odometer readings and average miles operated per year.

See Attachment 15 – Fleet List

44. **Pg. 129 § Appendix C.1 Re: Fleet**
Does the Agency have a vehicle replacement schedule, by vehicle and year, that can be shared? Are any new buses in the process of being procured for either replacement or expansion?

See Attachment 16 – Electric Vehicle Procurement Plan.

Note: the EV Procurement plan was developed prior to the outbreak of COVID-19 and is provided as a courtesy only. The plan should not be interpreted as a promise of any specific equipment replacement schedule by SolTrans. Revenue and non-revenue vehicles will be replaced, and the conversion to all electric vehicles will proceed when and as SolTrans' needs dictate and resources permit.

45. **Pg. 129 § Appendix C.1 Re: Fleet**
Please provide the number of non-revenue vehicles used for driver reliefs.

See question 24

46. **Pg. 129 § Appendix C.1 Re: Non-Revenue Vehicles**
Please denote which vehicles are 'non-revenue' vehicles and/or can be used for road supervision, driver reliefs and shop trucks. Please clarify whether SolTrans will provide all non-revenue vehicles needed or if the Contractor is required to provide road supervisor, driver relief cars and/or shop trucks.

See question 43. SolTrans will provide the non-revenue vehicles included in the fleet list and may at its sole discretion choose to provide additional non-revenue vehicles requested by the Contractor. Any

non-revenue vehicles not provided by SolTrans but deemed necessary by the Contractor will be at the Contractor's expense.

47. **Pg. 131 § Appendix C.2 Re: Fleet**
Please clarify the number of vehicles used in revenue service for each route listed. Please also provide the average number of Paratransit buses in service by hour of day and day of week.

    See question 24

48. **Pg. 137 § Appendix C.3 Re: Trapeze**
What is the version of Trapeze PASS provided? Are there any other Trapeze modules provided? Are MDTs/Tablets provided in the vehicles for trip communication with Dispatch?

    SolTrans currently uses Trapeze 14 and Ripple IVR, hosted by TripSpark. All revenue vehicles are equipped with MDTs.

49. **Pg. 245 § 2.1 Re: Draft Contract**
Please clarify responsibility for 'lubricants'. The RFP indicates SolTrans will provide however this contract section indicates the Contractor is responsible.

    See question 36

50. **Pg. 245 § 2.1 Re: Draft Contract**
FYI - A couple references to 2019 RFP dates

    DRAFT Contract corrected

51. **Pg. 246 § 2.3 Re: Draft Contract**
Please clarify section 2.2 language noting adjustments above a 10% increase and Section 2.3 language noting in excess of 20%

    See question 18

52. **Pg. 250 § 6.1 Re: Indemnification**
Request this section expand to include the following: '...except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of SolTrans, its agents or employees, passenger-upon-passenger violence; routing; or Contractor's good faith adherence to SolTrans' policies, procedures, directives.'

    See question 40

53. **Pg. 251 § 6.2 Re: Insurance**
Request the following clarifier be added: 'Contractor will provide insurance for claims arising under this Agreement.'

    See question 40

54. **Pg. 254 § 7.3 Re: Legal**
Would SolTrans consider adjusting the language as follows? "This Agreement shall not be assignable by either Party, except with the prior written consent of the other Party; provided, however, that Contractor may, without approval, assign the Agreement to a parent, subsidiary, related or affiliated company. Furthermore, Contractor shall have the right to assign or otherwise transfer this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets with reasonable notice to the other party."

    No

55. **Pg. 260 § 9.4 Re: Legal**
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.

If the Contractor's real labor costs increase significantly as a direct result of changes to local, State, or Federal requirements, SolTrans will give the Contractor a fair hearing as to why and by how much the fixed and or variable rates should be adjusted. SolTrans will not agree to any such price adjustment beyond the actual increase in the contractor's costs (e.g. documented via payroll pen register, etc.).

56. **Pg. 266 § 9.10.2 Re: Force Majeure**
Request the following be included as a Force Majeure clause: 'In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, pandemic, epidemic, quarantine, stay-at-home or shelter-in-place orders and unforeseen modifications to those orders due to pandemic, epidemic, other public health emergencies, governmental action or any other condition or cause beyond Contractor's control, SolTrans shall excuse Contractor from performance under this Agreement.'

See question 40

57. **Pg. 281 § 3 Re: Internet**
Please confirm that SolTrans provided internet service can be used by the Contractor for company business.

Correct. The Contractor will be permitted to use the SolTrans-provided internet service at the O&M Facility and/or VTC for company business related to the SolTrans contract. SolTrans-provided internet service may also be used within reason for incidental company business unrelated to the SolTrans contract, provided that the SolTrans-provided internet service is not used on an ongoing basis in support of any other contract.

58. **Pg. 281 § 3 Re: Internet**
Is the Contractor able to segment a separate VLAN off SolTrans internet service?

Yes, within reason. The Contractor will be expected to coordinate with SolTrans' IT vendor to make appropriate arrangements. If the Contractor's VLAN needs exceed the available spare bandwidth or capacity of SolTrans' existing service, the Contractor may be required to provide its own dedicated service or cover the additional cost to increase SolTrans' ISP bandwidth. The CONTRACTOR may also be required to cover the cost of any hours, materials, etc. provided by SolTrans' IT vendor in support of the CONTRACTOR's IT setup. No telecom equipment may be installed, or work performed at any SolTrans facilities without prior approval from SolTrans.

59. **Pg. 281 § 3 Re: Internet**
What up/down bandwidth is available to the Contractor on SolTrans internet service?

SolTrans provides adequate internet service to support all operations included in the RFP. Recent speed tests showed bandwidths of about 18-19 MBPS down and 15-18 MBPS up.

60. **Pg. 281 § 3 Re: Internet**
Please confirm Contractor can install their own managed router and switch for segmented VLAN.

Yes, within reason. The Contractor will be expected to coordinate with SolTrans' IT vendor to make appropriate arrangements, including access to the server room.

61. **Pg. 281 § 3 Re: Internet**
Does the Contractor need to provide any network cabling or facility IT upgrades?

None required by SolTrans.

62. **Pg. 281 § 3 Re: Internet**
Is there rack space available for Contractor servers, switch, routers, etc.?

Some rack space is available. The Contractor will be expected to coordinate with SolTrans' IT vendor to make the appropriate arrangements.

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63. **Re: Legal**
Paratransit: Is any part of the program funded by a Covered Entity (as defined under HIPAA), including Medicare and Medicaid?

Not at this time, however SolTrans reserves the right to access available funding from Covered Entities in the future. If SolTrans does enter into a funding agreement with a Covered Entity, the Contractor will be allowed sufficient lead-time to make the necessary arrangements, and/or will not be held liable by SolTrans until sufficient time has elapsed for the necessary arrangements to be finalized. SolTrans will also grant the Contractor a fair hearing as to any cost implications arising from any such change in funding sources.

64. **Re: Legal**
Paratransit: Will Contractor be required to enter into a HIPAA Business Associate Agreement to provide some of the contracted services?

Not at this time.

65. **Re: Pricing**
Please provide the current rates paid to the existing contractor for variable and fixed costs. Also, please indicate the total amount paid to the contractor for the last fiscal year.

See questions 2 & 3

66. **§ 2.1 Re: Agency Description**
Due to the COVID-19 pandemic, most local fixed route services currently operate on headways of 60 minutes throughout the day. Prior to COVID-19, all local routes operated on 30-minute headways. The system also provides commuter express bus service between Fairfield, Vallejo, and El Cerrito del Norte, Walnut Creek, and Pleasant Hill BART stations which operate on 30 to 120- minute headways.
Does SolTrans expect the service to reach the pre-COVID-19 levels?

SolTrans expects and intends to begin restoring service to pre-COVID-19 levels as soon as the resources to do so become available and the public health situation allows. The specific restoration timeline will be developed in cooperation with the CONTRACTOR and SolTrans' partner agencies when circumstances permit.

67. **Pg. 14-15 § 2.1 Re: Organizational Structure**
SolTrans provides a table with positions and FTE's. Is this table reflect[ive of] current staffing levels or pre-COVID-19 levels?

The table reflects current staffing levels.

68. **Pg. 14-15 § 2.1 Re: Organizational Structure**
SolTrans provides a table with positions, FTE's, and bargaining unit (Union). Please provide name and contact information for each Local unit, In addition please provide the current Collective Bargaining Agreement (CBA).

See question 9

69. **Miscellaneous:**
Please provide an operator seniority list including current wages

See question 10

70. **Miscellaneous:**
Please describe plans, if any, for any changes to the volume of hours in the next 12 months.

See question 66

71. **Miscellaneous:**
Has service experienced problems due to driver shortages? If so, please explain.

SolTrans is affected by the same labor market conditions as neighboring contract-operated agencies of similar size, including the nationwide shortage of well-qualified commercial drivers and the high cost of living in the San Francisco Bay Area.

72. **Appendix C.2 SolTrans 2020 & 2019 Service Statistics:**
Please provide current deadhead miles and deadhead hours for the route. Please provide the current performance achieved in each of the services as it relates to the listed performance standards in the RFP.

    See questions 24 & 38

73. **4.5.4 Transition and Start-up:**
How many vehicles will be made available to the incoming contractor to perform training during the start-up period?

    See question 5

74. **Appendix C.2 SolTrans 2020 & 2019 Service Statistics:**
Please provide the peak vehicles for weekdays/ Saturday/ Sunday and the average daily pullout

    See question 24

75. **A.8 Liquidated Damages:**
Please provide the amount of penalties assessed against the current service provider within the last 12 months. Please list by category if available.

    See question 39

76. **4.1 Compensation:**
Please provide 12 months of invoices (current contract).

    See question 3

77. **3.3 Proposal Packaging Requirements:**
Please clarify; The RFP states that: “Proposals shall be submitted in two (2) separately sealed packages” can the two separate packages be in one box?

    Yes.

78. **4.5.4 Transition and Start-up:**
Please indicate the start date for the transition and start-up tasks?

    SolTrans anticipates that Notice to Proceed will be issued immediately following authorization for award of the new CONTRACT by the SolTrans Board of Directors, on or about March 18, 2021. POPOSERS should provide detail about their transition plans and recommended timelines in their Technical Proposals.

79. **A.4.2 ADA Paratransit Staff Requirements:**
Please provide the volume of calls per hour, day, week, and month.

    See question 31

80. **A.3.3 Revenue Service hours:**
Please provide a copy of the current pull out times and return to yard times for each of the routes.

    See question 24

81. **A.3.3 Revenue Service hours:**
Please clarify the amount of vehicles used in revenue service by day of week and the maximum amount of vehicles used at peak service time for each of the services described in the RFP.

    See question 24

82. **4.5.4 Transition and Start-up:**
How many vehicles will be made available to an incoming contractor to perform training during the start-up period?

    See question 5

83. **A.6 Fleet Maintenance:**
Please clarify if the Contractor responsible for engine and transmission overhauls for the revenue fleet?

    Although the maintenance team is fully capable performing the work, large-scale repairs such as engine and transmission overhauls are typically performed off-site by third party vendors. SolTrans is a relatively small operation overall, and major component overhauls and rebuilds are often not the most efficient use of the limited space, time, and personnel available. The CONTRACTOR is generally responsible for managing outside repairs, and the third-party repair invoices are reimbursed as passthrough costs.

84. **A.6 Fleet Maintenance:**
Please provide the last 12 months of history for major component replacement and repair for provided fleet for this contract.

    See Attachment 17 – Maintenance Reports

    Note: Maintenance data and reports are provided for reference. However, PROPOSERS should keep in mind that all maintenance parts and consumables will be treated as direct passthroughs, as described in question 36.

85. **A.4.1.3 ADA Paratransit Revenue Service Hours and Miles:**
Please verify that revenue hour for paratransit services are from gate-to-gate.

    Correct

86. **A.3.11 Intelligent Transportation Systems:**
Please verify that SolTrans is responsible for licensing and all fees associated with technology provided by the agency?

    Correct

87. **A.3.11 Intelligent Transportation Systems:**
Who is responsible for the installation and maintenance of ITS equipment?

    Typically, SolTrans contracts with the equipment vendor for initial installation of ITS equipment on vehicles. Ongoing maintenance duties are generally shared between the CONTRACTOR, SolTrans, and the equipment vendor, depending on the specific issue at hand.

88. **4.6**
Will pricing be evaluated based on the Year 1 price only, or will [SolTrans] be calculating and scoring the full contract term cost? Are option years included in the scoring as well?

    Pricing for all base and option years will be considered.

89. **4.6**
What are the current rates paid to the current contractor for all components of pricing (fixed, variable)?

    See question 2

90. **4.6**
What was the total amount paid to the incumbent contractor(s) for the last two fiscal years (by year)?

    See question 2

91. **A.4.1**
PARATRANSIT - Please provide a list of the top 10 trip generator locations for the paratransit services. If the information is available, please provide the percent of trips that originate from these locations.

See question 32

92. **Please provide all bidders with copies of the last six months of:**
    Monthly invoices
    Monthly management reports

    See questions 3 & 37

93. **Please provide a copy of the current contract with the incumbent contractor for these services.**

    See Attachment 18 – 2013 SolTrans Contract with RFP & Amendments

94. **If local, state or federal governments change the laws, rules or regulations that affect minimum wages and/or benefits that are mandated for the employees that are employed by this contract, and this event was not known at the time of bidding and this event occurs during the term of any contract resulting from this procurement, how will [SolTrans] respond to the request for increased compensation? Bidders need to understand the risk associated with such an unknown event should it occur.**

    See question 55

95. **It is not clear if there is a Disadvantaged Business Enterprise goal. Please verify if there is a goal, and if documentation of a good faith effort is required.**

    See RFP page 6

96. **Is the current provider meeting the DBE goals for this contract? Who are the current DBE vendors on the contract?**

    See question 95

97. **If the contractor is responsible for all taxes, permits and licenses, will [SolTrans] please provide the last two years cost associated with such expenses?**

    SolTrans will pay for all taxes, permits, and license fees (excluding fines, late charges, etc.) incurred by the CONTRACTOR in the course of providing SolTrans service under the contract, either directly or as passthrough expenses. SolTrans is not responsible for any taxes, fees, etc. not exclusively related to the SolTrans project, or that occur due to CONTRACTOR negligence.

98. **For all bidders to accurately gauge the cost of insurance and maintenance, please provide the revenue miles and revenue hours, total miles and total hours and current deadhead miles and deadhead hours for the services contemplated by this RFP. FOR FIXED ROUTE SERVICES - Please provide this information by route.**

    See question 7

99. **Are any of the current employees part of a labor union? If so, please indicate for which service and provide copies of the current collective bargaining agreement, any TA agreements, side letters or other documentation that indicates the current agreement parameters with the incumbent contractor.**

    See question 9

100. **Please provide contact information for any local union representative that currently represents any of the current employees.**

    See question 9

101. **Pursuant to Labor Code 1072, the incumbent provider must provide all bidders with information regarding the current wages for all employees involved in the current contract. This information should include details regarding all benefits for the current employees.**

    See question 10

102. If there is a living wage ordinance in effect for the service area covered by the services outlined in the RFP, or one that is currently being considered by local legislation, please provide this information so all bidders can consider this when building their pricing.

    See question 55

103. In order to ensure that none of the current employees go backwards in benefits should a transition occur, please provide information regarding the current rates/benefits for these employees. Please include specific information such as a rate sheet, regarding co-pays, dependent coverage, and amount of premium to be paid by employer.

    See question 10

104. Please provide a listing of current positions provided by the current contractor or an organizational chart outlining these positions. Please indicate the percentage that these current positions are dedicated to the current contract.

    See question 14

105. Please explain if there have been any challenges due to the incumbent contractor having driver shortages.

    See question 71

106. Please provide any information about current incentive programs that are offered to the current employees of this contract.

    See question 9. There are no additional incentive programs, currently.

107. In the scenario where there are exterior factors beyond the control of the contractor (such as traffic, weather delays, etc.) that cause a route to continue past scheduled hours, will the contractor be compensated for this time or will [SolTrans] only allow the contractor to bill for the scheduled hours?

    See question 17

108. PARATRANSIT - Does billable time begin at the first pick up, even if that pick up is a no show?

    See question 85

109. Please provide the number of vehicles used at peak time for each of the services contemplated by the RFP. If this information is available by day of week, please provide it in that format.

    See question 24

110. What is the current level of productivity for each of the service types provided? What is the average productivity per year for each of the past three years?

    See question 38

111. What is the current on-time performance for each of the service types provided? What is the average on-time performance per year for each of the past three years?

    See question 38

112. What are the current miles between road calls for each of the service types provided? What are the average miles between road calls per year for each of the past three years?

    See question 38

113. Please clarify who certifies the passengers for the paratransit services? If this is a Contractor responsibility, what are the responsibilities involved with this task?

    Paratransit eligibility evaluations are provided by a third-party vendor, under contract with Solano Mobility, the CTSA for Solano County. SolTrans' CONTRACTOR's participation is limited to providing transportation to and from the eligibility evaluation locations within SolTrans' service area. Prior to the

COVID-19 pandemic, evaluations were performed at the Operations & Maintenance Facility one day per month.

114. **How does [SolTrans] determine on-time performance? Is sampling acceptable, or is 100% verification required?**

    OTP is measured automatically by SolTrans' CAD/AVL based on a 100% sample of departures from scheduled time points

115. **Please provide the amount of liquidated damages (and what categories those damages were assessed to) for each month over the past year that were charged to the current contractor.**

    See question 39

116. **If non-revenue vehicles (i.e. relief, supervisor, shop) are currently being provided by the contractor, what is the number and type of these vehicles being provided? Does [SolTrans] have requirements for the specifications of non-revenue vehicles for this contract?**

    See question 43. No additional vehicles are provided by the current contractor.

117. **Will [SolTrans] make any vehicles available to an incoming contractor to perform the necessary training during the transition period? If yes, how many, and what type?**

    See question 5

118. **Please clarify the following information for [SolTrans] provided fleet:**
    a. Engine type
    b. Fuel type
    c. Current odometer reading
    d. Average miles per year
    e. Service type vehicle is most used for

    See question 43

119. **Is the contractor responsible for the costs of major components for the revenue fleet? If so, which major components (engine and transmission overhauls, turbos, etc.?)**

    See question 36

120. **Please provide all bidders with the history of major component replacement and repair for the provided fleet over the past 12 months.**

    See question 84

121. **Does [SolTrans] have any remaining or extended warranties that apply to the provided fleet?**

    See question 35

122. **Please clarify [SolTrans]'s planned replacement schedule for the provided fleet. What are the life mile goals for each vehicle type?**

    See question 44

123. **What is the average annual cost of towing for the past three years?**

    Average annual towing costs are not available at this time. Towing costs incurred for reasons beyond the CONTRACTOR's control may be included as passthroughs, on a case by case basis.

124. **What are the three biggest challenges [SolTrans] faces for the services contemplated by this RFP?**

    Maintaining fiscal sustainability, maintaining and improving service quality and reliability, and the shift to all-electric local operations.

125. **What are [SolTrans]'s main goals for the next contract term?**

    See question 124

126. Does the Client have a minimum for training hours for new hires?

    Yes, see Scope of Work §A.3.9

127. Please provide prior year total service mileage and annual vehicle mileage per unit.

    See question 84

128. Please provide how many miles are currently on each engine and transmission along with the types (engine/transmission) per vehicle. Please also provide the last OD reading and date of the last engine and/or transmission replacement/rebuild.

    See question 43

129. Does [SolTrans] allow the use of recaps?

    No

130. Please provide a current maintenance organization chart, including positions, number of personnel and length of service as well as a listing of current employee ASE certifications.

    See question 14

131. Please provide last four PMI inspection dates and mileage.

    See question 84

132. Please provide copies of most recent engine oil and other fluid sampling analysis for fleet.

    See question 84

133. Please provide current listing of County-owned shop equipment. Will this equipment be available for use by the contractor?

    See Attachment 19 – SolTrans Shop Equipment for a partial list. All SolTrans-owned shop tools will be available for use by the CONTRACTOR.

134. Please provide last 12 months parts usage by system.

    See question 84

135. Will SolTrans provide the fleet maintenance software? If so, from which provider?

    SolTrans currently uses The Reporting Solution by Solutions for Transit as the system of record for most maintenance data (as well as Clipper/farebox ridership reconciliation, etc.), however PROPOSERS who wish to offer alternative options are welcome to do so.

136. Can SolTrans provide the route schedule in excel format?

    See question 23

137. Can SolTrans provide the schedule run cut and paddles?

    See question 26

138. Will SolTrans be insuring the property damage, or will that be [the CONTRACTOR's] responsibility on the 53 units?

    The CONTRACTOR will be required to provide and maintain insurance coverage for all SolTrans revenue and non-revenue vehicles.

139. Is it only the exterior rear of the vehicle that must be washed by hand (all other areas are washed in the bus wash)?

    The bus wash cleans the entire exterior of the bus, excluding the wheels. Wheels are hand washed.

140. What soap is currently used in the bus wash?

    High lubricity bus wash, serviced by ChemStation

141. **Does the COVID 19 disinfecting have to be done by "fogging" or can we use an electrostatic backpack sprayer? If fogging is required, who provides the fogging machines and how many?**

     SolTrans currently owns and provides two fogging machines and pays for the disinfectant chemicals used to treat the fleet and facilities. PROPOSERS may offer a different solution provided that the offered solution is at least as effective as the current solution and the cost to SolTrans is the same or lower.

142. **Are all maintenance costs, such as parts, lubricants, tires, oils, etc., a pass through that will be paid for by SolTrans and that the proposer does not have to provide estimated costs for?**

     See question 36. PROPOSERS should not include cost estimates for permitted passthrough items in their price proposals, however other maintenance costs such as labor, tool allowances, uniforms, training resources, etc. may need to be accounted for either as fixed or variable elements of the price proposal.

143. **If the proposer is responsible for maintenance costs such as parts, lubricants, tires, oils, etc., can SolTrans provide historic maintenance work for the vehicle fleet?**

     See question 36

144. **Pg. 14 § 2.1**
     Please provided copies of the CBAs, and wage and benefit data for all bargained employees.

     See question 10

145. **Pg. 14 § 2.1**
     In the ATU Local 192 and Teamsters Agreements, are both pensions fully funded? In the event the pensions are not fully funded, will SolTrans assume the financial obligation for the underfunded portion(s) of the pension?

     See question 9

146. **Pg. 14 § 2.1**
     For ATU Local 192, is the $5000 withdrawal bonus upon retirement funded, for those with greater than 20 years of tenure?

     See question 9

147. **Pg. 14 § 2.1**
     Are the personnel discipline parameters in each CBA aligned with the safety expectations of SolTrans?

     SolTrans is not a party to either CBA, and cannot comment on the specific provisions of third-party agreements.

148. **Pg. 32 § 4.5**
     What language skills are required in addition to English and Spanish?

     Spanish is the only Title VI-required language; however Tagalog is also recommended.

149. **Pg. 62 § A.2**
     What electrification skills does SolTrans plan to obtain and maintain?

     Fleet electrification will require an extensive array of new skills and expertise on the part of both SolTrans and the CONTRACTOR. Areas of particular concern include appropriate driving techniques to maximize range, and maintenance of both the electronic and mechanical components of electric buses (including high-voltage components). Service planning practices and assumptions will also have to be updated to accommodate new vehicles, and extensive knowledge will have to be acquired about the characteristics and requirements of electrical charging infrastructure.

150. **Pg. 94 § A.6.10**
     Where exactly are the fueling details described?

Scope of work updated to remove copy/paste error

151. Pg. 265 § 9.10
Will SolTrans consider changing termination for convenience from 10 days to 60 days?

See question 40

152. Pg. 13 § 2.1
We appreciate the information provided in this section regarding plans for fleet replacement; however, in order for bidders to price this project accurately and responsibly, we need to understand the month and year for retirement/replacement for each vehicle. Please provide a full vehicle replacement list.

See question 44

153. Pg. 68
Please confirm that SolTrans will provide training vehicles and training space for the incoming contractor in the event of a contract transition.

See question 5

154. Pg. 32 § 4.5
Please provide the required CA Labor Code 1070-1074 information regarding the existing workforce. This information should include a copy of the Collective Bargaining Agreement along with any side letters or MOUs, a seniority list, and a description of benefits provided. Please ensure that data for bargained and non-bargained employees is provided.

See question 10

155. Pg. 32 § 4.5
In order to ensure that none of the current employees go backwards in benefits should a transition occur, please provide information regarding the current rates/benefits for these employees. Please include specific information such as a rate sheet, regarding co-pays, dependent coverage, and amount of premium to be paid by employer.

See question 10

156. Pg. 33 § 4.6
The pricing forms do not calculate variable costs by fixed route vehicle revenue hour or paratransit vehicle revenue hour; therefore, bidders cannot provide multiple variable rates within the forms provided. Please amend the price forms to allow bidders to provide these based on the directions in this section to provide these at a minimum.

See Question 42. Proposers should modify Attachment 13b or submit additional copies as necessary to accommodate multiple pricing models.

157. Pg. 33 § 4.6
Please clarify the direction on this page, are bidders to bill SolTrans for “pre-scheduled fixed-route deadhead hours” and “pre-scheduled and staff extraboard hours”? If so, please identify where these should be included on the pricing form. Further, please provide the definitions of each and the anticipated annual hours of each of these for the possible 10- year contract.

See questions 17 & 156

158. Pg. 34 § A.4.6
Are there any salary premiums in place today and if so, what is the premium provided?

See question 106

159. Pg. 51 Appendix A. Scope of Work
To provide bidders with the same information the incumbent provider has in regard to the paratransit service and to allow proper analysis, please provide a copy of one month of service data for a representative time period from within the current Trapeze database. This data should

include all events (including picks, drops, pull-out, lunches, breaks, pull-in, etc.) for a normal month excluding holidays and reporting to a .xls file format for importing. Providing this information will allow bidders to provide cost effective proposals for the paratransit service and present opportunities for service improvement. Instructions for the query execution are included in the .sql file submitted with these questions.

See question 32

160. Pg. 68 § A.3.7
Please provide a detailed list of penalties assessed against the current contractor for the last 24 months.

See question 24

161. Pg. 70 § A.3.9
How many total training hours are being provided for newly hired operators today.

Incoming operators who already have Class B commercial driver licenses receive 120 hours of training: 40 classroom hours, 40 behind the wheel (BTW) training hours, and 40 hours of in-service cadetting. Incoming operators who have Class B permits but have not yet obtained their commercial driver licenses receive an additional 40 hours of BTW training.

162. Pg. 74 § A.3.10
Is this requirement being met by the existing contractor's staffing today?

Generally, yes, however some provisions of the RFP are not comparable to the current contract.

163. Pg. 79 § A.4.1.3
Please indicate for each year of proposed contract (base and option years) how many revenue hours that bidders should base their pricing on. Further, please indicate where on the current price page form bidders should include pricing for the paratransit service.

See question 8

164. Pg. 79 § A.4.1.3
Please provide revenue hours/miles and total hours/miles and trips for the paratransit service for the last 5 years.

See question 7

165. Pg. 81 § A.4.2
Please provide a telephone report indicating the current contractor's performance against the metrics outlined in this section. Also, does SolTrans currently have IVR capabilities?

See question 31

166. Pg. 86 § A.5.4
Does SolTrans provide the equipment needed for the contractor to produce the [RTC] Cards? What is the typical monthly volume of cards issued by the customer service agents?

RTC cards are not produced in-house. A third-party regional vendor provides a web portal where application information is entered and processed. SolTrans provides all equipment needed to access the web portal.

167. Pg. 95 § A.6.11: Please confirm that bidders should not include the cost of labor or supplies for COVID-19 Cleaning and Disinfecting Provisions in the pricing assumptions.

See question 36. SolTrans will supply all consumables for COVID-19 cleaning and disinfecting procedures, either directly or as passthroughs. Bidders should estimate the cost of labor related to COVID-19 cleaning, however labor specific to the special cleaning provisions should be kept separate from other labor costs. COVID-19 cleaning labor may be presented as either a fixed or variable cost, or may be paid as a pass-through, subject to mutual agreement between SolTrans and the successful PROPOSER.

168. Pg. 97 § A.7: Please provide the last 12 months of operations reports and invoices provided by the incumbent operator.

    See questions 3 & 37

169. Pg. 101 § A.8
    Will SolTrans consider a 90-day grace period for assessment of liquidated damages and associated penalties during the startup period of the contract?

    SolTrans has no wish to assess liquidated damages unfairly or capriciously but reserves the right to assess such liquidated damages as may be warranted and allowed under the terms of the CONTRACT. SolTrans always desires to allow the CONTRACTOR ample opportunity to remedy the underlying service failures before eligible liquidated damages are assessed, and has no wish to assess penalties incurred due to circumstances beyond the CONTRACTOR's control, provided that the CONTRACTOR has made and continues to make all reasonable efforts to correct the situation.

170. Pg. 121 Appendix B.8
    Please confirm that the SolTrans Pricing Form provided meets the format requirements of Appendix B.8.

    See question 156

171. Pg. 129 Appendix C.1
    Please indicate on the fleet list which vehicles are revenue and non-revenue along with indication of the type of service each vehicle is used for. Please also provide the model year information for the vehicles that are blank on the list and confirm that vehicles 118-120 are listed twice and bidders should only account for these vehicles once.

    See question 43

172. Pg. 137 Appendix C3 Provided Technologies and Systems
    Please confirm that Solutions for Transit is no longer used by SolTrans.

    See question 135

173. Pg. 245 Sample Contract Section 2.2
    Please confirm the definition of ADA Paratransit revenue hours. The sample contract definition differs from the definition provided on page 58/282 and 79/282 of the RFP. If it is gate to gate, please provide bidders with information to identifying amount of unpaid slack time for the last annual period of regular service.

    See question 85

174. Pg. 246 Sample Contract Section 2.2 and
    Pg. 66 §A.3.3
    Please clarify the percentage of service increases and decreases at which the contract will be renegotiated.

    Increases or decreases in fixed-route VRH in excess of 20% within any one year (compared to the prior year) will be subject to a good-faith renegotiation of rates based on any resulting changes to the CONTRACTOR's actual costs. The CONTRACTOR will be required to continue providing service at the rates then in effect until an agreement is reached.

175. Pg. 247 Draft Contract 3.0
    Considering the possible total length of the contract would SolTrans allow contract option years to be exercisable by mutual consent of both SolTrans and the contractor? This would reduce the risk for contractors and could allow more cost-effective pricing to SolTrans.

    No

176. Pg. 251 § 6.2
    Complete copies of policies contain proprietary information (relating to other

contracts/customers) which, given the possible exposure for release under the Freedom of Information Act, we are not permitted to release. Please confirm that SolTrans will accept a Certificate of Insurance evidencing the required coverage as is standard in the industry.

Correct. A valid certificate of insurance evidencing the required coverage provided by a sufficiently rated insurer is acceptable.

177. Pg. 254 § 6.2.2
Please confirm that an annually renewable performance bond is acceptable.

Correct. An annually renewable performance bond is acceptable, so long as there is no interruption in coverage at any time during the contract base term or exercised option years.

178. Would SolTrans be interested in a proposal including a microtransit/on-demand element?

No

179. In reviewing the two CBAs, it's clear the Teamsters and ATU have represented employees in the shop. Is there any history of conflict between the two?

See question 147

180. Are the hybrid electric batteries part of the maintenance part pass through included in the RFP?

Yes

181. Is SolTrans open to a proposal to replace existing paratransit software?

Yes

182. There is no mention of a fleet turnover inspection. Is there one and can SolTrans outline the steps?

Regardless of which PROPOSER is selected, comprehensive third-party turnover inspections will be performed for all SolTrans-owned vehicles, shop equipment, and facilities. SolTrans currently anticipates a thorough round of initial inspections to be performed in March or April 2021, which will allow the current contractor the opportunity to repair all identified defects prior to a final turnover inspection at the end of June 2021.

183. The projected annual service grows by ~80% over the base contract term as reflected in the SolTrans Pricing Form 2020-RFP-02-1-1. RFP page 61 (, SOW Section A.2), indicates service is currently operating at 50% of prior service levels. Does the current fleet size provide the capacity to accommodate the RFP planned growth, or is there any anticipated increase in fleet size relative to the additional projected service?

See question 43. SolTrans' plans for future service are shaped in part by planned vehicle availability, and future vehicle acquisitions are planned in light of anticipated service requirements. SolTrans is confident that the planned fleet composition will be adequate to meet planned service requirements for the foreseeable future.

184. Could the agency provide information on current DBE vendor participation?

See question 95

185. RFP page 77 (SOW Section A.3.12); could SolTrans please confirm if it expects to maintain responsibility for the armored car service beyond the current Garda contract expiration date of January 2, 2023?

Yes

186. RFP Page 66 (SOW Section A.3.4) is it SolTrans intention for the contractor to utilize Hastus for run cutting?

Yes

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187. RFP page 67 (SOW Section A.3.7 SolTrans Provided Equipment and Facilities); Please provide details of the SolTrans provided vehicle maintenance system and software. Does the current contractor provide any supplemental VMMS system or software?

    See question 135. The current CONTRACTOR also uses Zonar for pre-trip inspections and a variety of other functions

188. RFP page 81 (SOW Section A.4.2); Could SolTrans please provide 2 years of data on reservation hold times?

    See question 31

189. RFP Page 91 (SOW Section A.6.2); can SolTrans please provide historical towing costs (past 12 months) incurred by the incumbent?

    See question 123

190. RFP Page 91 (SOW Section A.6.2) can SolTrans please provide the number of instances and costs incurred by the current contractor related to replacement of vinyl bus wrap over the term of the contract?

    The cost of individual repairs varies widely depending on which portions of the wrap sustain damage in any given accident. The maximum cost to completely re-wrap a bus is approximately $6,000.

191. RFP Page 93 (SOW Section A.6.5) What brand of tires are on the current buses? Are they leased or owned?

    See question 34

192. RFP Page 93 (SOW Section A.6.6) how many laptops are currently provided to the contractor, and is it the intention of SolTrans to provide the same number for the new contract?

    SolTrans provides one laptop computer for use by the CONTRACTOR's General Manager. SolTrans also provides laptops and tablets containing vehicle diagnostic software specific to SolTrans' fleet, exclusively for use in the maintenance shop. All other computers provided by SolTrans for use by CONTRACTOR staff are desktops.

193. RFP Page 97 (SOW Section A.7.1) Will SolTrans please provide a copy of two months of summary reports (September of 2019 and September of 2020)?

    See question 37

194. RFP Page 101 (SOW Section A.8) Will SolTrans provide 12 months of liquidated damages assessed under the current contract (if not included in a previously requested report)?

    See question 39

195. RFP page 19, Section 3.3 Proposal Packaging Requirements; In light of COVID, would the agency accept electronic proposal submissions?

    Yes

196. Section 4.3 Technical Proposal Requirements: RFP page 25; 100-page limit – exclusions? Can required plan documents be included as attachments and not subject to page limit? Does the 100-page limit include resumes, cover letter, and appendices?

    See question 4

197. Sample Contract, Section 8.5 Liquidated Damages; would SolTrans consider allowing for a 90-day grace period from LDs at the start of the new contract?

    See question 169

198. Sample Contract, Section 3. Term of Agreement: would the agency consider making the option years exercisable at mutual consent? Considering the uncertainty of the current environment due

to COVID and its possible effect on future planned service growth plans, this would reduce the risk for contractors and in turn allow for more cost-effective pricing to SolTrans.

See question 175

199. Sample Contract does not include Force Majeure language. Would SolTrans consider including Force Majeure language, including protection against continuing or future pandemics?

See question 40. SolTrans is open to negotiating reasonable Force Majeure language with the successful proposer.

200. Sample Contract does not include a Change in Law provision: Given the rapid emergence of innovative mobility models, new regulations will likely impact the public transportation industry during the term of this contract. Furthermore, recent changes in government may lead to reform on a variety of matters that affect the cost of doing business. Would the agency please consider a change in law provision (to be negotiated with selected contractor)? Such a clause would allow for practical rate adjustments, with the objective of protecting the agency from overpaying if certain regulations reduce the Contractor's cost, while also protecting the Contractor against any regulations that increase the cost of doing business.

See question 55

201. Sample Contract references 13(c), Section 9.23 Transit Employee Protective Arrangements. If applicable:
    a. Could SolTrans please provide a copy of all 13(c) referral letters and related documents for the past two years
    b. Can SolTrans confirm the Contractor's 13(c) liability would apply only to acts of omissions of the contractor?
    c. Have there been any 13(c) claims filed during the period that incumbent contractor has been in place? If so, please provide copies of related documents.
    d. Regarding 13(c) provisions, please clarify if any current or existing retirement plan obligations are the responsibility of the Agency, the outgoing contractor, or a new contractor responsibility

SolTrans is unaware of any 13(c) referrals or claims since the incumbent CONTRACTOR began providing service. SolTrans is not a party to any labor agreements affecting 13(c) protected employees but expects the CONTRACTOR to abide by all applicable labor regulations and agreements to the full extent required under the law.

202. Could SolTrans please provide the most current ATU CBA, as well as seniority lists for all ATU and Teamsters represented employees?

See question 9

203. We intend to hire as many of the existing employees as possible. In order for us to ensure that they make at least as much or more than they do currently, as well as meet CA Labor Code requirements, please provide a seniority list for all current employees for this contract, indicating position, full time or part time status, length of service, current rate of pay, and anticipated date of next increase.

See question 10

204. Please provide major component replacement records for the fleet.

See question 84

205. Could SolTrans please provide 2 years (most recent) of historical accident rate information (accidents per 100,000 miles)

In 2019 there were 2.75 accidents per 100,000 total miles. In 2020 there were 2.36 accidents per 100,000 miles (YTD through October 31, 2020)

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206. **Please provide all bidders with 12 months of historical building utility costs data.**

    Building utility costs will either be paid directly by SolTrans or reimbursed at cost as passthrough items, subject to negotiation with the successful PROPOSER.

207. **Will SolTrans please provide the current vehicle blocking, run cut, run pick, and roster of operators and please indicate when next pick is scheduled?**

    See question 26. Upcoming regularly scheduled bids take effect on December 6, 2020, April 4, 2021, and August 1, 2021. In addition, SolTrans understands that a new bid may be needed effective July 1, 2021 to coincide with the new CONTRACT.

208. **Could SolTrans please provide historical turnover rates by staff category for the last two years?**

    See questions 10 & 16

209. **Could SolTrans please provide the current contractor's driver absenteeism rate for the previous 12 months?**

    See question 37

210. **Could SolTrans please provide a history of all wage order 9 penalties incurred by the current operator of this service for the last three years?**

    The incumbent contractor has paid 5,982 hours in wage order 9 penalties in the last two years. No further data is available at this time.

211. **Please provide an average daily breakdown of revenue hours/miles and total hours/miles for the Paratransit service for the last 12 months, as well as trip distance and productivity.**

    See question 7

212. **Please clarify the terms of start-up / transition cost reimbursement? Will the contractor be reimbursed during the start-up period?**

    Terms for reimbursement of start-up/transition costs incurred prior to July 1, 2021 will be negotiated with the successful PROPOSER

213. **With the planned transition to an all-electric fleet, will there be an opportunity for renegotiation of rates and or performance KPIs in a case where changes are needed to be made to service practices to accommodate charging schedules and potential differences in vehicle range?**

    SolTrans' KPI goals and standards are reviewed and updated periodically and will continue to be adjusted as appropriate to the changing composition of the fleet. To the extent that the transition from the current mix to an all-electric fleet substantially affects the CONTRACTOR's costs, the CONTRACTOR may request a proportional adjustment in compensation. SolTrans will hear out all such reasonable requests in good faith.

214. **Please provide invoices for the last 12 months.**

    See question 3

215. **Please provide an updated budget outlook for the next 24 months, in light of COVID, and addressing any potential budget shortfalls or CARES Act funding support that might be different than the latest public information available?**

    SolTrans' capital and operating budgets and other financial data are a matter of public record and can be viewed at soltrans.org/more/about/financial-information/. There is no long-term budget outlook available at this time, as revenue streams for the foreseeable future remain uncertain due to the ongoing COVID-19 pandemic. SolTrans expects available revenues to remain constrained for at least the next two fiscal years.

216. **Will SolTrans consider allowing an additional question period after responses to initial questions are provided? It is common that responses sometimes warrant additional clarification.**

SolTrans
2020-RFP-02 Transit Operations and Maintenance Services
Questions & Answers

SolTrans at its sole discretion may choose to answer or not answer follow-up questions submitted no later than 4:00 PM on the seventh calendar day following the posting of the initial Q & A Addendum. Follow-up questions and answers (if any) will be posted in a single addendum as soon as practicable following the deadline listed above.