

**Addendum no. 1 to the bid specifications**

Q. Could you provide clarification and/or provide a copy of the prevailing wage schedule. This is the first time I have seen anything about prevailing wage in a transportation bid. It is usually only part of construction bids when we do excavation work for a district. It is item 7 under Terms and Conditions.

A: Solicitation for Bids, Terms and Conditions, Item #7, Prevailing Wage: The provision related to prevailing wage should be deleted and not considered. Prevailing wage WILL not be a requirement of this contract.

Q: Proposed Contract, Item 7(B) Vehicles Provided – School buses and all other vehicles used in performance of this agreement shall display “CHARTIERS VALLEY SCHOOL DISTRICT” – We only provide service to school districts with “XXX.” on our vehicles. Is this something the school district will consider? If we have to do this it will cost the district extra due to it limits the vehicles flexibility.

A: Proposed Contract, Item 7(B) shall be amended as follows: DELETE “shall display “CHARTIERS VALLEY SCHOOL DISTRICT” consistent with the lettering on Chartiers Valley School District owned buses. All vehicles” Naming on vehicles WILL NOT be a requirement of this contract.

Q: Instructions to Bidders, Item #6. Bid security – 10% of bid and bidder cannot withdraw bid for period of 90 days, where bid shall remain in full force and effect; if bidder withdraws in 90 days or fails to execute contract in seven days after notice that bid was accepted by district, bidder shall be liable for the full amount of the bid guarantee – Does this require the contractor to accept the bid if the district accepts the terms and conditions or forfeit the bid bond?

A: When the District awards the bid to the lowest responsible bidder with a responsive bid, the contract is formed. The bidder, by submitting the bid, represents that it is willing to be bound by the terms of the bid and contract documents. In the event that the bid awardee fails and/or refuses to enter into a contract with the District, the District may, at its sole election, take as a penalty, and the awardee will be considered under the law to have forfeited, its bid bond or other form of acceptable bid security.

Q: Instructions to Bidders, Item# 7, Performance bond – for total amount of all years on the contract – This is a significant amount of bond requirement for a transportation contract. Typically a Performance Bond it is 5 to 10% of the yearly cost. This will cost the school district a significant amount of money to complete the contract. Is it necessary for completion of the bid documents?

A: The Performance Bond is only required to be furnished by the bid awardee, at or near the time of contract initiation/execution as set forth in the Instructions to Bidders. Only the bid bond is required to be submitted by every bidder, at the time of bid, with the bidding documents.

Q: Instructions to Bidders, Item# 10 (SIC) actual #9. Contract – Changes, alterations, modifications or deviations from the contract specifications are not permitted – We may have numerous suggested changes to the contract specifications that will benefit the school district. Is the district not permitting any alternatives?

A: Bidders must comply with the Instructions to Bidders and Terms and Conditions of the bidding documents when submitting their bids. The specifications for bidding will not change and any attempt by a bidder to alter or change the terms of the bid may be grounds for

rejection of the bid on the grounds that it is non-responsive. With the awardee, the District will enter into a contract, subsequent to bid and award that will be in the same or substantially similar format to the sample contract attached as Exhibit "C" to these bidding documents. There will be no alteration of material terms to the proposed contract form.

Q: Reasons for termination of agreement – this is applicable to all items under this bullet point. I cannot get financing for vehicles if the district can terminate the contract for the items below, or especially the fourth bullet point, at the district's convenience and without cause in 14 days. Is this a negotiable item because I can't move forward with a proposal under the terms listed below?

- 1, a.) Drivers – Failure to maintain sufficient level of drivers for required runs and substitutes shall be sufficient grounds for termination of Agreement.
- 2, j.) Route Specifications – Bidder shall accept up to 20 additional runs during school year for new students and will transport such new runs within five days of the request received from the school district. Bidder understands and acknowledges that this requirement is essential and will be considered a material term of the contract with the district. If bidder refuses or unable to comply with requirement, the district shall have the right, at its sole election, to terminate the contract
- 2, k.) Route Specifications – Bidder cannot reject or return any runs required by the district. If bidder returns or rejects any runs required, the district shall have the right, at its sole election, to terminate the contract
- 6, c.) Termination or Suspension – The district may terminate this agreement upon not less than fourteen days' written notice to contract for the district's convenience, and without cause.

A: With respect to each of the aforementioned subsections, 1(a), 2(j), and 2(k), bidders should INSERT "upon sixty (60) days' notice from the District to the Bidder" after the phrases "termination of Agreement" in 1(a), "terminate the contract" in 2(j), and "to terminate the contract" in 2(k). INSERT the phrase "sixty (60) days'" in place of fourteen (14) days' in 6 (c).

Q: Solicitation for Bids, Terms and Conditions, Item#1, f.) Drivers – All drivers must have all listed clearances and certifications before July 1<sup>st</sup> for each subsequent year of contract and approved by School board before drivers are permitted to drive – In all of our districts, if we have the clearance information to the district they retroactively approve the drivers at the school board meeting, but we are able to use them once all clearances are submitted to the administrative office. Is that an option?

A: Once all clearance and certification information on a driver has been received and approved by the District, regardless of when the Board vote to approve a driver follows thereafter, a driver will be permitted to transport students.

Q: Solicitation for Bids, Terms and Conditions, Item #3, a., v.) Insurance – Employment Practices Liability Insurance of 1,000,000 – Can you explain the rationale for requiring this insurance for transportation contractors?

A: The Employment Practices Liability Insurance requirement provides another layer of insurance protection for both the transportation provider and the District in the event that there is a claim during the course of the contract that relates in any way to the hiring, supervision and/or retention by the transportation provider of a driver or drivers for any of the routes assigned by the District.

Q: Solicitation for Bids, Terms and Conditions, Item #6, b.) Termination or Suspension – When the agreement is terminated by the district for cause because of contractor’s failure to perform, payment to contract may be withheld by the district to pay for substitute services or for damages caused – What is the determining factor of “contractor’s failure to perform”? This is very open ended and could lead to termination of the contract for a multitude of issues that may not actually be “failure to perform”?

A: “Contractor’s failure to perform” relates to a failure to perform the contract. It is a determination made by the District, with explanation to the contractor. It is possible that the contractor may disagree that a failure to perform occurred. That is why there are a number of steps to be taken before a termination decision is made, per the contract. It is a decision the District weighs heavily and does not take or make lightly.

Q: Right to Contract with Others – The district reserves the right to contract with parents, guardians and others for the transportation of pupils – We would ask that the district enter into an exclusive contract with XXX, for services, with the exception to contract with parents and guardians. Is that something the school district will consider? A: No.

Q: Proposed Contract, 27, A.) and B.) Forfeiture – If contractor fails to perform satisfactorily, or to furnish safe and adequate personnel and equipment or otherwise fails to comply with terms of the Agreement, the district may cancel the agreement, without prior notice, and procure services elsewhere. The district may, at its sole discretion, offset subsequent payments and/or call for the forfeiture of the Performance Bond. – Again, what is the determining factor of “contractor’s failure to perform satisfactorily”? This is very open ended and could lead to termination of the contract for a multitude of issues that may not actually be “failure to perform”?

A: “Contractor’s failure to perform” relates to a failure to perform the contract. It is a determination made by the District, with explanation to the contractor. It is possible that the contractor may disagree that a failure to perform occurred. That is why there are a number of steps to be taken before a termination decision is made, per the contract. It is a decision the District weighs heavily and does not take or make lightly.

Date of Bidder's Proposal: \_\_\_\_\_

Company Representative's Name: \_\_\_\_\_

Signature of Company Representative: \_\_\_\_\_

*Please sign indicating receipt of addendum.*