

ALLENTOWN SCHOOL DISTRICT

Allentown, PA

TRANSPORTATION SPECIFICATIONS

Addendum #1

Attached please find Addendum #1 to the Transportation Specifications for the Allentown School District which has a Proposal Due date of March 28, 2019. This addendum is 5 pages (including this cover page). Please insure that you receive all elements of this Addendum.

Please acknowledge your receipt of this addendum by signing this cover memo in the space provided below and submitting this acknowledgement with your proposal documents on March 28, 2019.

We appreciate your participation in this exciting contracting opportunity.

ACKNOWLEDGMENT:

Addendum #1 was received:

BY: _____ (Company Name)

NAME/TITLE: _____

SIGNATURE: _____

DATE: __/__/__

ALLENTOWN SCHOOL DISTRICT

Allentown, PA

TRANSPORTATION SPECIFICATIONS

ADDENDUM #1

March 14, 2019

Pursuant to the terms of the Transportation Specifications issued by the Allentown School District with a Proposal due date of March 28, 2019, this Addendum will clarify or modify certain identified aspects of the Specifications. This Addendum is made a part of the contract and is enforceable under the same terms and conditions as the original Specifications.

Whenever a page number, section or appendix is referred to in the following modifications/clarifications, the page, section or appendix refers to the Transportation Specifications as issued by the Allentown School District and as described above. In locations where paragraph numbers are identified, they may be identified utilizing the paragraph symbol (¶) and the paragraph number refers to the full paragraphs on the designated page (not carry-over paragraphs from the previous page).

The items included in this Addendum are a result of questions raised at the pre-Proposal meeting or submitted to the District.

1) The following firms attended the *voluntary* pre-Proposal meeting of March 12, 2019:

- First Student
- Krise Transportation
- Durham School Services
- Krapf School Bus

2) The District provided significant information at the meeting on flash drives provided to each attendee. A copy of the materials contained on the flash drives can be obtained from the District.

Questions submitted to the District, or raised at the pre-Proposal meeting:

Q1. If the vendor is required to have a full time router at the location will the router have full control of the routes or will the district request multiple daily changes?

A1. The Contractor will have the primary responsibility for routing; however, the District reserves the right to request changes as needed. The District operates a very dynamic transportation program with daily student changes required.

Q2. 3.2.2 The Contract will be awarded based upon a review by the District of all elements of the Proposal submitted, including mandatory and voluntary categories of information, and requested alternates. Given the nature of the services, the District reserves the right to award certain ancillary services (Special Education runs; sports trips) to multiple contractors if special circumstances, unique service skills, or cost factors should exist. Q: What notice will be given to Contactor?

A2. It is the District's intention and desire to award the contracted services to one vendor; however, there may be instances where the services of other contractors may be required due to specialized needs or cost factors. Wherever appropriate, the main vendor would be provided the first opportunity to provide the services if they can be provided on a comparable basis.

Q3. *Whenever necessary, compensated times will be determined by the District based upon trial runs, computer designed schedules, and/or GPS data. Once the runs are established at the beginning of the school year, unless there are material changes in route length (20 minutes or more), no change in compensation for that school year will occur. In all cases, the final determination as to run times and payments will be determined by the District. Q: If changes under 20 minutes effect driver labor rate or pushes the rounded time into the next ½ hour billing tier(Section 3.2.3 paragraph 4), will the contractor be compensated?*

A3. If the changes move the billing into the next billing tier, the Contractor will be compensated.

Q4. *8.7.1.9 The Contractor will at all times have stand-by drivers in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. Q: If the contractor cannot supply stand-by drivers and has communicated this fact to the district what recourse will be taken by the district?*

A4. The Contractor is expected and required to have the drivers necessary pursuant to the specifications.

Q5. *8.7.2.2 The Contractor shall furnish daily interior cleaning of all vehicles. Exterior cleaning will be done at least twice a month, during the school year. Vehicle windows must be clear and clear for daily operations. The Contractor shall also perform daily pre-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the contract. Under no condition may an unsafe bus/van be used to transport students. The Contractor will retain completed inspection sheets and submit copies of the files when requested by the District Administrators or the Transportation Department personnel. The use of an automated pre-trip inspection system, such as Zonar, is acceptable as long as data retention of the information for each bus is maintained by the Contractor and available to the District. Q: will the additional time used to clean the vehicle be considered into the live time billing of that vehicle*

A5. No. Live time is defined in the specifications to be route times. Cleaning is considered part of the maintenance function.

Q6. *8.7.4.1 The School District will provide the Contractor with the fuel necessary for the performance of the contracts as required by the District. The amount furnished will be limited to the amount actually used in the performance of the Contract with detailed usage information required from the Contractor.*

The fuel type will be limited to diesel for large buses, and diesel or unleaded gasoline for the smaller vehicles.

The amount furnished will be limited to the actual mileage used in the direct performance of the Contract, based upon:

One (1) gallon of diesel for each six (6.0) route miles for buses of 29 passengers or greater, and

One (1) gallon of diesel for each twelve (12) route miles for all diesel vehicles of 8 to 28 passengers, and

One (1) gallon of unleaded gasoline of each sixteen (16) route miles for all unleaded gasoline vehicles.

Should this contract be renewed after the initial five-year term, the District reserves the right to modify the fuel allowance levels should fuel standards change by 10% or more from those in place as of July 1, 2023. Q: what exceptions will be put in place to account for extra fuel used .(idling in extreme cold and snow removal situations, idling to cool busses in extreme heat. unexpected detours, returning to school/residence for children. Etc)

- A6. Excess fuel will only be provided for route services provided to transport students.
- Q7. *8.17.1 If at any time the Contractor does not provide the required number of buses, drivers or bus monitors necessary under the Contract, the Board of School Directors may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$50.00, or the cost of the District's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater. Included in this provision would be any runs where the Contractor "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the damages stated in this Section. Q: Will the contractor have the right to return routes to the district that cannot be covered due to labor shortage? If "doubling up" buses is strictly prohibited and the contractor does not have the workforce to provide service. The contractor will have no choice but to default on the route in question and provide no service.*
- A7. The Contractor is expected to meet the requirements of the specifications. Any failure to provide the required services will be addressed by the District consistent with the liquidated damage or default provisions of the contract. The Contractor cannot decide to "abandon" certain runs during the term of the contract.
- Q8. *8.17.14 If the Contractor fails to meet any of the requirements stated in these specifications that is not previously addressed in this Section 8.17, the Contractor shall be liable for liquidated damages of \$300 per day per failure from the monthly payment for each such occurrence. Q: Please clarify this item. How can a contractor meet a requirement that is not stated?*
- A8. Contractors are required to meet the requirements of the specifications. The above language clearly states that there may be liquidated damages assessed for failure to comply with the specifications and that not all requirements have been specifically addressed in Section 8.17.
- Q9. *8.17.3 This Contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the District, the District reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the District reserves the right to deduct \$100.00 from the monthly payment for each such occurrence. Q: Please clarify this item as the wording is vague.*
- A9. We do not agree that the wording is vague or ambiguous. If the District must be actively involved in the day to day operations due to the Contractor's failure(s), the Contractor will be provided a right to cure, and will be provided notice, and the District will then have the right to provide assistance.

Q10. *Must all wheelchair vehicles accommodate 4 wheelchairs as stated in 8.7.2.1.c?*

A10. Wheelchair vehicles are expected to accommodate 1 to 4 students using a flexible floor plan as stated in 8.7.2.1.¶ 3 (listing of buses). Therefore, the language in 8.7.2.1.c is hereby modified to read "All wheelchair equipped vehicles must have a capacity of 1 to 4 wheelchairs...."

Q11. *Will Contractors be credited with fuel that they did not use?*

A11. We believe that Section 8.7.4.1 clearly states that "fuel will be limited to the actual mileage used in direct performance of the Contract." Therefore, for purposes of clarity, Contractors will only be provided the fuel necessary to meet the requirements of the contract, and it will be limited to the fuel allowance as stipulated in Section 8.7.4.1. If a Contractor does not need the fuel allowed under this Section, the District will not provide any excess fuel or any credit.

Q12. *Will the District pay for tolls for deadhead miles on trips?*

A12. The District will reimburse the Contractor for any tolls in direct performance of routes or trips as required by the District. If the Contractor makes "extra" runs for their own benefit (for example, a drop and pick), and this extra run is not requested by the District, the District will not pay for any tolls.

Q13. *Can a Contractor outsource the monitors?*

A13. The District has not envisioned the monitors being subcontracted, and has no experience with this type of operating structure. The Contractor has a right to provide this as an option and the District will make a determination on the acceptability based on the information provided. However, any subcontracted services would be required to meet all the terms and conditions of the specifications.

Q14. *Section 8.7.2.1.I. states that all buses must have the Allentown School District name on the side, and the buses cannot be used for other purposes. Does this mean the Contractor cannot use these buses for outside charters?*

A14. The District has decided to remove the mandate to have the District's name on the buses. Therefore, the first and last sentences of Section 8.7.2.1.I are removed.

Q15. *Document Location: §8.15. Proposal document states that successful bidder will be required to sign a contract that will contain "other additional provisions". Please describe those provisions?*

A15. A final contract has not yet been developed and will not be developed until the completion of the RFP process, including any modifications required based on the proposal process. However, the District does not envision any language that would not be normal and customary.

Q16. *Document Location: Home-to-School and Summer Pricing Page Proposal documents ask for a Bus Monitor rate per hour. Will the basis of the live time calculation for monitors be the same as the calculation of the bus live time (i.e. include 10 minute pre-trip for both AM and PM shift)?*

A16. Monitors will not be paid for the pre-trip times (10 minutes). As stated in the specifications, "the monitors will be paid for the time that they actually work". The 10 minutes being added to the live time for the routes is in recognition of the drivers' requirements for bus pre-trips.