

## Addendum No.1

Date: February 1, 2018

To: All Proposers

From: Cindy Kelly, Assistant Transit Manager

Subject: YARTS Transit Service Operator, Bus Maintenance, and Bus Fuel Provider – RFP20171120YARTS

### QUESTIONS AND RESPONSES

Proposers: Following are questions submitted by prospective proposers with YARTS responses provided in **red** and *italicized* text.

1. Agency Fleet: Please provide bus repair histories, including major component replacement, for the past six (6) months.

*Please refer to Attachment 1 posted on the website at <http://yarts.com/yarts-business-opportunities/> or <http://www.mcagov.org/bids.aspx> (the file is too large to attach to email).*

2. Contractor Fleet: Please provide specific vehicle requirements/specifications for contractor provided vehicles (age, make, model, fuel type, etc.).

*Please refer to Attachment 2 posted on the website at <http://yarts.com/yarts-business-opportunities/> or <http://www.mcagov.org/bids.aspx> (the file is too large to attach to email).*

3. Please describe the procedure for vehicle inspection and acceptance upon the start-up of the new Contract. What procedure will be followed for vehicles that may not meet mechanical or cosmetic standards at the Commencement Date?

*Selected contractor will be responsible for vehicle inspections prior to start-up. YARTS will require detailed inspection records performed by selected contractor. YARTS has no vehicles that do not meet mechanical or cosmetic standards.*

4. Please provide six (6) months of invoices from the incumbent operator for each Agency.

*As part of the RFP process, this information will not be provided.*

5. Please provide twelve (12) months of any notices and assessments of liquidated damages or incentive payments.

*Please refer to Attachment 3 posted on the website at <http://yarts.com/yarts-business-opportunities/> or <http://www.mcagov.org/bids.aspx> (the file is too large to attach to email).*

6. Please provide a seniority list for all unionized employees. This information is critical to all submitting firms, especially since non-incumbent proposers are required to comply with Section 13(c)/5333(b).

*The current contractor's employees are non-union.*

7. Please provide information on the current non-union labor force, including employee counts by job category, hire dates, wage rates, last date of wage increase, benefits plan designs (including premiums and deductibles) and participation rates, and paid time off. This information is critical to all submitting firms, especially since non-incumbent proposers are required to comply with Section 13(c)/5333(b).

*This information will not be provided as employees are contracted and their employer has previously informed us that the information is confidential. YARTS has no employees.*

8. What is the turnover rate for drivers over the last 12 months?

*Again, this information will not be provided, as employees are contracted and their employer has previously informed us that this information is confidential. YARTS has no employees.*

9. To ensure accurate insurance costing, please provide:
  - a. The dollar values, at the start of the contract, at which the vehicles should be insured (and note whether actual cash values or replacement values),

*Bus 501 - \$170,000.00*

*Buses 504-508 - \$200,000 each (5 buses x \$200,000 = \$1,000,000)*

*Buses 509-510 - \$300,000 each (2 buses x \$300,000 = \$600,000)*

- b. Seating capacity for each vehicle type,

*49 seats.*

- c. Three years of loss and accident information, including accident/incident frequencies per 100,000 miles.

*See pages 3-4 of this addendum.*

## **YARTS Accidents/Incidents**

### **2015 – 13 Total Accidents/Incidents (Frequency 1.8 per 100,000 miles)**

**1/30/15** – Bus 501 – Accident – Our bus was struck in rear when we stopped at a red light on Bellevue in Merced

**5/10/15** – Bus 509 – Incident – A rock was thrown at our bus while traveling through Mariposa

**8/5/15** – Bus 507 – Accident – While we were parked at the Visitors Center in Tuolumne Meadows an RV backed into our bus

**8/23/15** – Bus 507 – Accident – While we were stopped at the park exit, a vehicle passed alongside striking the right rear of bus

**8/30/15** – Bus 510 – Accident – Backed into tree while parking in bus parking area in Yosemite

**10/8/15** – Bus 507 – Accident – While traveling through Yosemite, a sedan changed lanes and struck the right front side of bus

**10/17/15** – Bus 505 – Accident – Another vehicle attempted to squeeze in between us and a parked car and scraped the front loading door

**11/12/15** – Bus 510 – Accident – While pulling away from curb at the Greyhound bus stop in Fresno, our driver struck a tree with the right rear side of bus

**11/15/15** – Bus 504 – Accident – Our driver lost control of bus in the ice/snow and struck a pickup

**11/18/15** – Bus 502 – Accident – Backed into tree while parking in bus parking area in Yosemite

**11/25/15** – Bus 509 – Incident – One of the automatic chains broke and damaged the fender and tire

**12/12/15** – Bus 509 – Incident – Vehicle traveling in opposite direction kicked a rock or something striking our windshield

**12/25/15** – Bus 509 – Incident – Bus struck snow bank and got stuck when traffic came to a stop on an icy roadway

### **2016 – 10 Total Accidents/Incidents (Frequency 1.1 per 100,000 miles)**

**1/7/16** – Bus 510 – Accident – Our driver struck the mirror of a parked vehicle while driving through the park

**1/12/16** – Bus 510 – Incident – Our bus got stuck in the snow and had to be pulled out

**3/18/16** – Bus 502 – Accident – Our bus was sideswiped by an oncoming truck breaking a mirror

**4/20/16** – Bus 508 – Accident – Our bus struck the bumper of a stopped vehicle

**5/8/16** – Bus 509 – Incident – A passenger vandalized one of the rear seats

**5/27/16** – Bus 501 – Accident – Damaged was discovered on bus, unknown how or when it occurred

**7/7/16** – Bus 503 – Accident – Another bus struck the side of our bus while they were parking

**7/14/16** – Bus 501 – Accident – Turned into Cedar Lodge and struck a wooden bear statue with rear fender

**8/2/16** – Bus 507 – Incident – A passenger claimed hitting his head in bathroom while bus was in motion

**8/3/16** – Bus 505 – Incident – 911 was called due to a passenger having trouble breathing

**2017 – 8 Total Accidents/Incidents (Frequency 1.1 per 100,000 miles)**

**6/8/17 – Bus 501 – Accident – While our bus was stopped at the entrance station, an RV drove past and struck our mirror**

**6/10/17 – Bus 510 – Accident – Our bus struck a parked truck while driving through the parking lot at Midpines Park n Ride**

**6/24/17 – Bus 505 – Accident – A vehicle pulled out in front of the bus on Hwy 140**

**6/27/17 – Bus 510 – Incident – A passenger got her hand stuck in bus doors as they were closing**

**8/11/17 – Bus 502 – Accident – Our bus was backed into by another vehicle**

**8/13/17 – Bus 504 – Accident – Our bus struck a guard rail on bridge in Yosemite**

**8/26/17 – Bus 502 – Accident – Our driver struck an open door of a parked vehicle that stopped on the side of the roadway**

**11/21/17 – Bus 504 – Accident – A driver of a rental vehicle attempted to squeeze in between our bus and the curb in an attempt to pass when they struck our bus**

10. Federal and state governments may mandate changes to health insurance; the federal government made significant modifications to the Affordable Care Act (“Obamacare”) by regulation long after its becoming law, and even now that law’s future is uncertain. New mandates, laws, and regulations sometimes require employers to assume significant unforeseen, unbudgeted costs. In the event such unforeseen cost increases occur or an existing law’s full implementation requires a significant increase to benefits for the employees for this service, would a request for a corresponding adjustment to the contract rates be considered?

*Yes.*

11. Whether companies from Outside USA can apply for this? (like, from India or Canada)

*Yes.*

12. Whether we need to come over there for meetings?

*Yes. This would be a minimum of monthly, but could be more often depending on the needs of the agency and the service.*

13. Can we perform the tasks (related to RFP) outside US (like, from India or Canada)

*No. The Operations staff (dispatchers, drivers, managers) must be located in California and be readily available to YARTS staff for meetings, questions, inspections, etc.*

14. Can we submit the proposals via email?

*No, proposals shall be mailed or delivered to our office as set forth on page 1 of the RFP and Section III – Submittals.*

15. Our first and most critical question is: Can you please provide guidance on the methodology Contractor should use to provide a cost per service hour for both YARTS-owned and non YARTS-owned buses? Specifically, by specifying the number of service hours for each category of vehicles?

*It is up to the proposer to determine the methodology for determining cost. YARTS will not dictate how each proposer prices service, but may ask during the evaluation process for an explanation of costs submitted.*

Paragraph 2.2 page 10 of the RFP requires the Contractor to provide a “vehicle service hour” cost for both categories of buses. This is logical and consistent with past practice, and has always been the basis for YARTS billing. However, page 21 asks for a total annual cost consistent with the grand total from the Itemized Budget Detail on page 18. This is challenging as follows:

- a. There is no stated number of total service hours to be used in the calculation. While the RFP lists the 2016 hours as 28,108, we have calculated that 2017 had only 22,301 service hours.
- b. A correct calculation will require using an assumed number of hours for both YARTS-owned and non YARTS-owned buses in the budget detail.
- c. While an approximate total cost can be provided for budget purposes if a presumed number of service hours is identified, the “total cost” asked for on page 21 will not be accurate as there are always additions and subtractions to the planned service hours due to additional service request, road closures, etc. The 2018-2019 service hours will not be the same as 2016 or 2017 and in fact cannot be determined precisely.

The 2017 service hours of 22,301 consisted of 15,042 hrs for YARTS-owned buses and 7,259 hrs for non YARTS-owned buses.

Rather than a “total cost” certification, can YARTS accept a “cost per service hour” certification for each category--YARTS-owned and non YARTS-owned vehicles? If so, in our calculations should we use the above number of service hours?

*We will accept a cost per service hour for YARTS owned and Contractor owner vehicles. As per the RFP, please use the service hours for 2016, as the total service hour data for 2017 was not available at the time that this RFP was released.*

Likewise, if YARTS must have a “total cost” dollar amount on the certification, should we presume the above mentioned 2017 hours, and how will the discrepancy be handled should the total billings (cost per hour x service hours provided) exceed the stated total cost?

*Please use the service hours for 2016, as the total service hour data for 2017 was not available at the time that this RFP was released. Please refer to the RFP, page 10, Section 2.1.5 System Revisions for service hours and costs exceeding the proposed costs.*

16. The itemized budget detail on page 18 asks mainly about wages, fuel, and maintenance costs. There are significant other costs—like labor burden (health, FICA, PTO, meal allowance, etc.), liability insurance, lodging for drivers based in Mammoth and Sonora, utilities, rent, telephone & IT, etc. Should these costs be detailed on a separate schedule or just combined into “other” on page 18?

*They should be listed under “other” and summarized as to what those costs include. We do not expect an itemized detail for other costs.*

17. Will YARTS accept a proposal that treats fuel as a no mark-up pass through cost? Removing fuel costs from the proposal would be fair to both parties, and possibly save YARTS money by removing a “risk premium” that would be built into the pricing. Alternatively, would YARTS accept a proposal including fuel with pricing that is based on current costs, and a clause providing for a price adjustment should fuel costs move either up or down by more than a specified percentage?

*Part 1. YARTS will allow fuel pass through cost. 2. YARTS will also accept proposals that include pricing based on the current costs, with an understanding that those costs can either increase or decrease during the service, of which YARTS would be responsible to pay the contractor for those increases (if applicable).*

Can YARTS provide guidance on what would be an acceptable schedule for exterior washing and interior cleaning of the buses?

*YARTS expects that buses would be kept in a presentable manner at all times. Our requirement for an acceptable schedule is below:*

*The interior of the buses shall be cleaned thoroughly each day: this includes vacuuming/sweeping of floors, mopping floors, if needed, cleaning all seats, wheelchair tie-downs and lift station, step-wells and driver’s compartment and window surfaces. Restroom must be and smell clean.*

*During the winter months, the buses shall be washed thoroughly at least once per week. In the summer, when buses are in continuous use, buses must be thoroughly washed at least 2x per week or as needed. No fuel overflow/spillage shall be visible on the exterior of any in-service bus.*

*Additionally, contractor shall repair or inspect any damage interior amenities within 30 days of their notice of by contractor or from staff inspection. If repairs are not possible, this item must be noted on the monthly report sent to YARTS with an explanation why such repair was not possible.*

*Inspections will be conducted randomly by YARTS management staff and by “mystery” riders. Timings of the inspections will not be pre-announced and will be at the convenience of YARTS.*