

San Benito County Local Transportation Authority

Request for Proposals #2018-01

Operation of San Benito County Express and Specialized Transportation
Services

Addendum No. 2

Issue Date: July 13, 2018

Proposers are reminded that receipt of this Addendum No. 2 must be acknowledged in your respective proposal, in Exhibit B-8: Acknowledgement of Addenda. Your proposal will be declared “unresponsive” should you not acknowledge this Addendum No. 2 and submit Exhibit B-8 with your respective proposal.

Any information contained herein will be considered part of the Request for Proposals #2018-01 (RFP) and as such will be used in the evaluation of the responses. All other terms and conditions remain unchanged. In the event of a conflict between any provision of this Addendum and the RFP, this Addendum shall prevail.

This Addendum is intended to provide answers to questions received regarding the RFP, additional information, and/or to change the requirements as stated in the RFP.

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I. OPPORTUNITY FOR CLARIFICATION

Due to the volume of information transmitted with this Addendum, the LTA will accept questions until **July 18, 2018 at 5:00 p.m.** for clarification of information provided with this Addendum. **NO** new topics will be entertained. Responses to any clarification questions will be provided by **July 25, 2018 at 5:00 p.m.** There will be no change to the **August 7, 2018 at 3:00 p.m.** proposal submittal deadline. Please direct your clarification questions to Regina Valentine, Transportation Planner, regina@sanbenitocog.org.

II. CHANGES TO THE REQUEST FOR PROPOSALS

The RFP is amended to include the provisions as show in Attachment 1 - Redlined Changes to the RFP.

Summary of the Changes in Attachment 1

In reviewing the questions submitted, the LTA determined there was general confusion regarding both the proposal options and staffing levels. To address these two issues, that were woven throughout the RFP, it was decided to prepare a "Redlined Version" of the RFP to show where all the changes were made. We also decided to use the Redlined Version to respond to the many questions from the potential proposing firms.

The most extensive changes in the Redlined Version of the RFP incorporate changes in the way the options are described by using the same wording throughout. Importantly, proposers will only be required to submit only one proposal with these changes. Option 1 can be submitted either as a proposal to operated CE independently (1A) or as part of a combined operation (1B). Option 2 can be submitted either as a proposal to operate ST independently (2A) or as part of a combined operation (2B). Option 3 is for a proposer who only wishes to make a proposal for a combined operation. The option 3B, to propose one firm to operate both CE and ST services under separate contracts, has been eliminated.

Please refer to the new Table 1 in Section 5.6 of the Redlined RFP for details what a proposer must include in their proposal. Please take note that two answers to many of the questions and two sets of detailed cost forms from Appendix A will be required if a firm selects Option 1B or 2B.

The LTA also provided additional information throughout the Redlined Version of the RFP on staffing levels and requirements to assist proposing firms in developing labor budgets. These sections clarify the time required for the operator's pre-trip safety inspection, fueling the buses, and cleaning the buses both on a daily and weekly basis. A second important change related to staffing is the required coverage for management and dispatch personnel. The roles and schedule of management is more clearly defined and a job responsibility attachment has been added for the positions of CE and/or combined service General Manager and Operations Manager/Lead Dispatcher. Note a part of this change includes a change to the detail cost forms in Appendix A to better reflect the staffing required.

Finally, you will find that many of the responses to potential proposer's questions reference many of the other changes we made in the Redlined Version of the RFP. Please consult both the answers provided and all of the changes in the Redlined Version that are referred to in the response.

III. SUMMARY OF QUESTIONS & ANSWERS FROM PRE-PROPOSAL CONFERENCE ON
 6/5/2018

Number	Question	Response
PC-1	Are the overall project priorities listed on Slide 12 in the PowerPoint provided in order of priority?	No, the project priorities listed in the PowerPoint are not listed in priority order. Please refer to the evaluation criteria provided in the RFP.
PC-2	Is RouteMatch owned by LTA?	Yes
PC-3	If the two services were provided by one contractor, could the Specialized Transportation trips also be dispatched with RouteMatch?	At this time RouteMatch is not available to the ST contractor. Future investments by LTA may allow for use of Routematch for ST services.
PC-4	If the two services were provided by one contractor, could the LTA facility be used for operating both services?	In the event that a single contractor is selected to provide both CE and ST services, the contractor may operate from a single operations headquarters to be shared by both services at the LTA facility. Please see Redlined RFP Section 7.1.10.
PC-5	Is County Express and Specialized Transportation currently operated out of the same or different locations?	Different locations
PC-6	How many people are on the Evaluation Committee?	Seven
PC-7	Has there been any occasions where routes are unable to run due to delays with vehicle maintenance?	LTA has no record of pull-outs being prevented or missed routes due to vehicle maintenance in the last three years.
PC-8	Please provide management reports and invoices for both County Express and Specialized Transportation services for the last six months.	Please see Attachment 2 – Monthly Reports and Invoices Nov 2017 – Apr 2018.
PC-9	In Section 7.4.5 it states LTA will pay for the cost of fuel, correct?	Yes, in an effort to remove unknowns when it comes to contract pricing, LTA will take the risk of fuel increases for both CE and ST services.
PC-10	Will there be an opportunity to see the fleet prior to the proposal due date?	No
PC-11	Regarding the way costs are requested for the proposals, are we required to provide the fixed monthly rate and hourly rate for only the three base years or for the three base years plus the five option years?	As per Appendix A of the RFP, Tabs A-1, A-2, and A-3 require the fixed monthly rates and hourly rates for the three base years and the five option years. We only required detailed costs for the three bases years for the fixed monthly rates and hourly rates on Tab A-4. Please see Attachment 3 – Updated Appendix A – Price and Cost Forms.
PC-12	We would like to request a copy today's presentation either online or by email.	Please see Attachment 4 – Pre-Proposal Conference PowerPoint.

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PC-13	Where would we provide letters of support in our proposal?	As per Section 5.6.7, proposers may add supplemental information in support of their proposal that is not appropriate to include in its responses to the questionnaire at the end of their submission under a separate tab labeled "Letters of Support".
PC-14	Will the Specialized Transportation operations location require fleet and employee parking or is there enough parking space at the LTA facility for Specialized Transportation as well?	Currently, ST fleet and employee vehicles are parked overnight at the LTA facility. For short periods of time, ST fleet vehicles are parked at the current ST operations location as needed between trips.
PC-15	Please provide a copy of today's sign in sheet either online or by email.	Please see Attachment 5 – Completed Pre-Proposal Sign In Sheet.
PC-16	Who will be cleaning the buses inside and outside?	As per Section 7.5.3, contractor(s) will be responsible for all vehicle cleaning. Please refer to Section 7.5.3 of the Redlined RFP for information from the existing contractor on the estimated amount of time required for vehicle cleaning.
PC-17	What service in Bus 55 used for? How soon will it be replaced?	Bus 55 is used primarily for CE Intercounty services and will be replaced once it has reached its useful life as defined by LTA.
PC-18	How long has minivan 62 been out of service?	Minivan 62 was involved in a collision in April 2018.
PC-19	Is the bus wash station available at the LTA facility? Will the contractor have access to the pressure washer? Who will be responsible for cleaning the traps at the bus wash station?	The bus wash station located next to the LTA facility is owned by San Benito County and is made available for use by the contractor(s). The contractor(s) does not have access to the pressure washer. The LTA maintenance staff or County staff will be responsible for maintenance of the traps. Contractor(s) is responsible for providing brushes and other equipment needed for cleaning the buses at the bus wash station. Please refer to Section 7.5.3 of the Redlined RFP for information from the existing contractor on the estimated amount of time required for vehicle cleaning.
PC-20	How long have the current providers for County Express and Specialized Transportation been in contract with LTA?	MV Transportation, Inc. has been the CE contractor since 2000 and Jovenes de Antaño has been the ST contractor service since 1990.

IV. LTA RESPONSE TO QUESTIONS SUBMITTED BY POTENTIAL PROPOSERS

Number	Question	Response
First Transit		
FT-1	RFP Section 1.1, Page 10: Please clarify Options 1B and 2B. In a Contractor wanted to bid on any combination of the services (CE, ST or CE/ST) would the contractor have to submit 3 different full proposals? Option 1A, Option 2A and Option 3?	Please see Redlined RFP Sections 1.1, 3.1, 3.2, 5.1, 5.3, and 5.6 in addition to any revised questions.
FT-2	RFP Section 1.2, Page 12: Revenue Service - Please clarify why "layovers of more than 15 minutes" are not included in Revenue Hours. Contractors are not responsible for actual service timetables however employees must continue to be paid during layover times while waiting for the next service run.	Please see Redlined RFP Section 1.2 Definition of Revenue Service Hours.
FT-3	RFP Section 1.10, Page 15: Please verify that there is no Disadvantaged Business Enterprise (DBE) goal established for this contract and that a good faith effort is not required.	Please see Section 6.27 of the RFP regarding DBE requirements for this contract.
FT-4	RFP Section 2.4.1, Page 17: Revenue Hours General Public DAR Weekends - Please clarify how hours are billed for the pre-scheduled DAR service for the weekends? Is the Contractor paid for hours from the first scheduled pickup to the last actual drop-off regardless of the number of trips in-between? Since no same day trips can be scheduled drivers may have long periods of time between trips that they are available but not picking up passengers however they must still be paid for these hours	Please see Redlined RFP Section 1.2 Definition Revenue Service Hours. The same definition will be used for all the days of DAR service.
FT-5	RFP Section 2.4.1, Page 17: This section notes, "No dispatchers are on duty during weekends; drivers handle dispatch duties in between trips." 1) Have there been any issues with not having dispatch or supervision available for drivers on weekends? 2) How do the drivers handle 'dispatch duties'? Do they carry a phone for passenger calls? 3) How are cancellation calls and No Shows	Although there is no same day service for weekend DAR since trips are booked in advance during the week from Monday at 9:30 a.m. to Friday at 4:00 p.m., LTA will require a part time dispatcher on the weekends to address customer service needs. These duties will include answering the phone system at the LTA facility, processing cancellations, advising customers the location of their bus, and providing trip planning assistance for riders of the

	handled?	weekend Intercounty service. A dispatcher will be at the LTA facility eight hours a weekend with the hours split between Saturday and Sunday. How the hours are split between the two days will be determined during contract negotiations. Weekend cancellations and no shows are treated the same as during the week. Please see Redlined RFP Sections 7.4.1 and 7.2.12.
FT-6	RFP Section 2.4.3, Page 20: Stop & Shelter Maintenance - Does the LTA provide a vehicle that Contractor can use for cleaning and removing trash from the bus stops and shelters? Is there a need for a power washer on a trailer to power wash the stops/shelters?	Please see Redlined RFP Section 7.2.1 that requires CE contractor to provide a vehicle. Power washing capabilities will not be required.
FT-7	RFP Section 3.1, Page 21: Option 3 - Would the LTA allow the Contractor the use of the County facility and use the same Project Manager if they operated both services? This would provide some operational efficiencies, noting that the employees would probably all end up as part of the union agreement	In the event that a single contractor is selected to provide both CE and ST services, the contractor may operate from a single operations headquarters to be shared by both services at the LTA facility. Additionally, management could be shared for the CE and ST services with the addition of one fulltime dispatcher to address the increased call volume. Please see Redlined RFP Section 7.2 and 7.4 and Attachment 6 – Example Responsibilities of CE and/or Combined Service General Manager and Operations Manager/Lead Dispatcher.
FT-8	RFP Section 5.6.4, Page 34: Could the LTA provide the list of questions in a separate Word document?	Please see Attachment 7 – RFP 2018-01 Questionnaire.
FT-9	Question 5, Page 35: Question 5 implies the operations requires a Site Manager, an Operations Manager and a Safety Training Manager. However elsewhere in the RFP there is discussion of a Project Manager and none of the current staffing charts indicate a Safety Training Manager. Please clarify what managers, if any, are required for the CE and the ST services and if they are required to be 100% dedicated to the LTA services	Please see Redlined RFP Sections 7.2.11, 7.2.12 and 7.4.8, and Attachment 6 – Example Responsibilities of CE and/or Combined Service General Manager and Operations Manager/Lead Dispatcher.
FT-10	Question 11, Page 36: How is bus cleaning currently performed for the CE service? If a subcontractor is used please provide the name and contact information. Appendix G does not list utility or custodial staff.	As per Section 7.5.3, contractor(s) will be responsible for all vehicle cleaning. Please refer to Section 7.5.3 of the Redlined RFP for information from the existing contractor on the estimated amount of time required for vehicle cleaning.

FT-11	Question 24, Page 38: Please provide these benefit plan details for the current employees so that contractors can ensure they provide the same or similar coverage to the employees	Please see Attachment 8 – Revised MV Transportation Collective Bargaining Agreement for CE employees. Please see Attachment 9 – Jovenes de Antaño Benefits Details for ST employees.
FT-12	Section 5.6.6, Page 40: Please provide each of the listed Forms in either a Word or Excel format	Please see Attachment 3 – Updated Appendix A – Price and Cost Forms, and Attachment 10 – Appendix B – Standard Forms.
FT-13	Section 6.7.2, Page 43: Request that the Option Years be exercised on Mutual Agreement by both parties. Many economic factors may change that would create a negative operating environment that would suggest a reprourement of the contract based on changes.	As required by FTA and Caltrans, the exercise of Option Years must be at the sole discretion of LTA. Sections 6.6.3 has been added to the redline version of the Draft Agreement and reads as follows: In the event of any change in federal, state or local law, rule or ordinance which has the effect of increasing contractor(s) operating costs, including but not limited to an increase in the minimum wage or healthcare and overall benefits cost, the contractor(s) and LTA shall meet to discuss the impact of these costs and shall negotiate adjustments to contractor(s)' rates at LTA's sole discretion to be approved by the Board of Directors. Should LTA and the contractor(s) be unable to reach an agreement to increase contractor(s)' rate to offset the increased costs, contractor(s) may terminate the Agreement(s). LTA acknowledges that the contractor(s)' termination due to inability to recover the additional costs imposed is reasonable.
FT-14	Section 6.10.4, Page 47: Please provide a listing of any liquidated damages charged or incentives earned over the past 12 months. Please clarify if the liquidated damages listed in the RFP differ from the current contract.	LTA has not charged any liquidated damages over the last 12 months for CE and ST. The liquidated damages listed in the RFP are similar in nature and dollar amount as those in the current contract. Please note liquidated damages will only be determined based on observations, that of one of LTA's authorized monitors, or after a fully investigated and validated complaint.
FT-15	Section 6.16.8, Page 54: Please provide the current driver 'paddles' and weekly work schedules to help ensure proper pricing and continuity of staff	The current paddles and drivers' work schedules are not available. Please see the Redlined RFP Sections 7.2.11, 7.2.12 and 7.4.8 for more information about weekly work schedules for management staff for CE and ST. LTA requested driver "paddles" from the current CE and ST contractors and was advised the information was proprietary. For this reason, please see

		Redlined RFP Section 7.2.33 to help address this issue for the next operations procurement. For the ST services, vehicle pull out and return to yard times will vary according to client appointment times. In general, the Senior Lunch program pull out is 9:00 a.m. and return to yard is 3:00 p.m., the Out of County Medical has three runs with 1. 10:30 a.m. pull out and 4:30 p.m. return to yard 2. 7:00 a.m. pull out and 4:30 p.m. return to yard and 3. 11:00 a.m. pull out and 7:00 p.m. return to yard, and Medical Shopping Assistance varying based on client requests.
FT-16	Section 7.1.10, Page 67: Telephone - This section notes that 3 phone lines will be provided. Can the contractor use these lines for regular business or is the contractor required to provide their own telephone system?	Due to call volume, there are three phone lines used solely for dispatch duties at the LTA facility. The current CE contractor pays for the phone service of these three lines whereas the telephone equipment, which includes four Toshiba DP5132-SD 20-Button Digital Key Telephones, is provided by the LTA. The current CE contractor also provides their own service and phone system for conducting business. Please see Attachment 11 – Updated Appendix C – LTA Vehicle, Facility, and Equipment List.
FT-17	Section 7.1.10, Page 67: Please provide the current call volume, broken down by weekday, Saturday and Sunday to include hourly levels if possible. Is there a requirement for call recording, detailed reports, voicemail, etc?	The current CE contractor was not able to provide current call volume information. For this reason, please see Redlined RFP Section 7.2.33 to help address this issue for the next contract. The LTA provided dispatch phone system has voicemail capabilities although there are no contractor requirements for call recording, detailed reports, etc.
FT-18	Section 7.1.10, Page 67: Please clarify any specifics required relating to phone and data lines needed. Number of lines, data line type (Cable, T-1, TDD, etc.).	There are three phone lines used solely for dispatch duties at the LTA facility which are paid by the current CE contractor. LTA provides internet service for CE dispatch duties at the facility. Any required phone and data lines need for contractor business outside of dispatch duties will be determined and provided by the contractor. Please see Attachment 12 – LTA Facility Phone/Internet Connections and Technology Applications Diagram.
FT-19	Section 7.1.10, Page 67: IT: Call Recordings – Does the provided phone system include call recording services? If so, HIPAA regulations raise concerns in this area and may require a very	No

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	controlled process	
FT-20	Section 7.1.10, Page 67: IT: For the Agency provided telephone system, are there Service Level Agreements (SLA), Business Continuity Plans (BCP) or Disaster Recovery (DR) plans that Contractors need to follow? If so, please provide copies.	No
FT-21	Section 7.2.20, Page 76: Does the LTA have any requirements regarding support vehicles? Type, number, age limit, fuel type. How many are currently being supplied by the contractor? Are the required Road Supervisor vehicles to be wheelchair accessible with a ramp or lift?	Please see Redlined RFP Section 7.2.1.
FT-22	Section 7.2.21, Page 77: Please clarify the requirement for a minimum of twenty (20) hours per month of secret rider time. This appears to be a large volume considering the size of the CE service. Please provide the summary for "secret rider" observations for the past six (6) months. Is this service currently provided by an outside company or by employees of the contractor?	For the secret rider program, LTA is now requiring a minimum of 20 rides, not hours, per month. Each ride will be at a minimum of 10 minutes long. Please see Redlined RFP Section 7.2.21. The secret rider program is a new requirement for the upcoming CE operations contract, but a list of example survey questions LTA would like to explore through the effort is included in Attachment 13 – Example Secret Rider Program Survey Questions.
FT-23	Section 7.2.26, Page 79: What brand/type of fareboxes are provided by LTA?	Diamond Manufacturing, Inc. Model NV and Model XV drop fareboxes
FT-24	Section 7.2.26, Page 79: Fareboxes - What make and model farebox is provided?	Diamond Manufacturing, Inc. Model NV and Model XV drop fareboxes
FT-25	Section 7.2.30, Page 81: Please provide copies of the last three months of management reports from the CE & ST Contractors to match up with the Feb 2019 reports provided in Appendix F.	Please see Attachment 2 – Monthly Reports and Invoices Nov 2017 – Apr 2018. Please note the monthly reports included in Appendix F have additional fields not included in the current forms.
FT-26	Section 7.4.18, Page 95: Are there any requirements for the contractor provided phone system to include reporting, call recording, voicemail, messaging, etc? If so, please clarify.	No
FT-27	Page 112: Are the Tablets used for AVL services on fixed route? There is mention about Google Maps used via the push-to-talk radio system	Currently the CE Fixed Route service does not have AVLs. Through the use of the push-to-talk radio system, dispatch has the capability to approximate the location of Fixed Route vehicles as the radio system sends a momentary GPS ping to a Google Map display on an LTA provided laptop

		when drivers call into dispatch. LTA has prepared a Transit ITS Plan which includes plans to provide AVLs for the entire fleet, although there is no funding programmed for the project at this time. Please see Attachment 14 – LTA Transit ITS Plan.
FT-28	Appendix G, Page 146: Appendix G lists Drivers, 1 Dispatcher, 1 General Manager and 1 Project Manager. How is service road supervision provided noting there are no road supervisors? The RFP requires a Project Manager, is there a need to have 2 fulltime managers to operate and manage the CE service? Who performs the driver training?	Please see Redlined RFP Section 7.2.11 and 7.2.12, and Attachment 6 – Example Responsibilities of CE and/or Combined Service General Manager and Operations Manager/Lead Dispatcher.
FT-29	Section 7.2.15/7.4.11, Page 74/91: Driver Training - Are there specific subjects or minimum number of hours required for new driver training? How many hours are currently being provided for new operator training?	LTA expects all proposers to include in their response to the RFP industry-standard topics and number of hours for driver training. The current CE contractor provides 108.33 hours of training for new drivers and a monthly safety meeting for all drivers and dispatchers. The current ST contractor provides at a minimum 10 hours of training for new drivers and a safety meeting every other month for all drivers and the dispatcher.
FT-30	What is the number of annual trips/Passengers for each service type?	For Fiscal Year 2016/17, LTA provided the following number of trips per service type: CE Fixed Route 28,111; CE Paratransit 19,168; CE General Public DAR 23,620; CE Intercounty 41,715; ST Out of County Medical Transportation 5,868; ST Senior Lunch 9,490; and ST Medical Shopping Assistance 1,444.
FT-31	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.	The current contracts for CE and ST service are hourly only. The rates are: \$47.093 for CE and \$36.00 for ST. In Fiscal Year 2016/17, LTA paid the CE contractor a total of \$1,030,945 and the ST contractor \$242,703.
FT-32	Please provide/confirm the current revenue miles and hours; current deadhead miles and hours; and current total miles and hours for each of these services.	For Fiscal Year 2016/17, LTA provided the following number of revenue miles per service type: CE Fixed Route 63,140; CE Paratransit 126,989; CE General Public DAR 26,760; CE Intercounty 155,378; ST Out of County Medical Transportation 51,569; ST Senior Lunch 13,244; and ST Medical Shopping Assistance 14,243. For Fiscal Year 2016/17, LTA provided the

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		following number of revenue hours per service type: CE Fixed Route 5,583; CE Paratransit 7,242; CE General Public DAR 3,654; CE Intercounty 6,442; ST Out of County Medical Transportation 3,916; ST Senior Lunch 1,457.5; and ST Medical Shopping Assistance 1,368. Other requested information is not available.
FT-33	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.	For CE, Monday through Friday 14 vehicles are in revenue service, with seven during midday, and eight during peak pull out. For ST, Monday through Friday five vehicles are in revenue service. Other requested information is not available.
FT-34	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.	The CE Fixed Route schedules can be found on the website at www.SanBenitoCountyExpress.org . One bus is used for each route. CE also provides Intercounty routes that are also run on a set schedule found on the CE website. While Gavilan College is in session during the Fall and Spring semesters, the Intercounty Gavilan route requires two buses during the morning runs and one bus is used for all other times of the day. Also, it should be noted the Intercounty Greyhound route only runs on the weekends. Other requested information is not available.
FT-35	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.).	CE Fixed Route service will be charged from the first scheduled pick up time until the last scheduled drop off time as it is a local service. CE Intercounty schedule will be charged from the first scheduled pick up time to the last actual drop off time taking into account exterior factors such as weather, traffic, etc. as passengers are traveling to and from a location outside of San Benito County. Please see Redlined RFP Section 1.2 Definition of Revenue Service Hours.
FT-36	For DAR/paratransit service, please clarify if revenue hours begins at the first pick-up, even if that pick up is a no show.	Correct, for CE DAR/Paratransit revenue hours begin at the first pick up even if it is a no show. For ST services, revenue hours also begin at the first pick up even if it is a no show. Please see Redlined RFP Section 1.2 Definition of Revenue Service Hours.
FT-37	During the transition, how many vehicles will be made available to the incoming contractor to perform training?	Vehicles will only be available to an incoming contractor to perform training Monday through Friday from 11 a.m. to 2 p.m. and weekends from 9 a.m. to 4 p.m.

FT-38	Does the Agency have a vehicle replacement schedule that can be shared? Any new buses in the process of being procured for either replacement or expansion?	No, at this time LTA is preparing the agency's Transit Asset Management Plan and it is not available to share. LTA has budgeted for vehicle procurement using remaining Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) and State Transit Assistance funding in Fiscal Year 2018/19.
FT-39	How many years has the existing CE contractor held this contract including extensions? How many years has the existing ST contractor held this contract including extensions?	MV Transportation, Inc. has been the CE contractor since 2000 and Jovenes de Antaño has been the ST contractor service since 1990.
FT-40	Please provide copies of the last three months of invoices from the Contractor for each service.	Please see Attachment 2 – Monthly Reports and Invoices Nov 2017 – Apr 2018.
FT-41	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.	Sections 6.6.3 has been added to the redline version of the Draft Agreement and reads as follows: In the event of any change in federal, state or local law, rule or ordinance which has the effect of increasing contractor(s) operating costs, including but not limited to an increase in the minimum wage or healthcare and overall benefits cost, the contractor(s) and LTA shall meet to discuss the impact of these costs and shall negotiate adjustments to contractor(s)' rates at LTA's sole discretion to be approved by the Board of Directors. Should LTA and the contractor(s) be unable to reach an agreement to increase contractor(s)' rate to offset the increased costs, contractor(s) may terminate the Agreement(s). LTA acknowledges that the contractor(s)' termination due to inability to recover the additional costs imposed is reasonable.
FT-42	Software: Please describe the version number for the RouteMatch scheduling and dispatching products in place.	RouteMatch 6.2.33
FT-43	Software: Please describe any plans for additional modules to supplement the RouteMatch scheduling and dispatching system. For example, tools for call management, complaint management, rider communication via IVR or text, etc.	LTA has prepared a Transit ITS Plan which includes plans for additional RouteMatch modules. There are currently no funds programmed for the module projects. Please see Attachment 14 – LTA Transit ITS Plan.
FT-44	Software: Please indicate whether these products are hosted by the Client, software manufacturer or if First Transit	Software is hosted by LTA.

	would be required to provided hosting services.	
FT-45	Hardware: Please describe the manufacturer make and model of any equipment currently in use or planned for use on the vehicles including cameras, safety/security systems, routers, signs, passenger counters, tablets and fare boxes.	As provided in RFP Appendix C, RouteMatch Mobile Data Tablets (Samsung Galaxy Tablets, 8-inch) are provided in the CE demand response vehicles and Diamond Manufacturing, Inc. Model NV and Model XV drop fareboxes are installed in the entire fleet. LTA has prepared a Transit ITS Plan which includes plans for additional technology hardware. There are no funds programmed for these hardware projects at this time. Please see Attachment 14 – LTA Transit ITS Plan.
FT-46	Hardware: Is there a requirement for integration of tablets, signage, passenger counters with the dispatching system?	LTA has prepared a Transit ITS Plan which includes plans for additional technology hardware integration with the RouteMatch dispatching system, although there are no funds currently programmed for the project at this time. Please see Attachment 14 – LTA Transit ITS Plan.
FT-47	IT: Who is required to provide the internet circuit for the facility?	LTA provides internet service for CE dispatch duties at the facility. The current CE contractor provided their own internet service and wireless router for business outside of dispatch duties. LTA does not provide any internet services for the current ST contractor.
FT-48	IT: Is the Contractor able to segment a separate VLAN off the Agency internet service?	This will be determined upon contractor selection.
FT-49	IT: What up/down bandwidth is available to the Contractor on the Agency internet service?	During a speed test conducted on July 9, 2018, the download speed was determined to be 2.73 Mbps, upload speed 0.63 Mbps, and latency 121 ms.
FT-50	IT: Please confirm Contractor can install their own managed router and switch for segmented VLAN.	This would need to be determined upon contract award. LTA is dedicated to work with the selected contractor(s) to ensure their IT needs are addressed.
FT-51	IT: Please provide detail on the office/facility phone and internet lines/connections in each work area	Please see Attachment 12 – LTA Facility Phone/Internet Connections and Technology Applications Diagram.
FT-52	IT: Does the Contractor need to provide any network cabling or facility IT upgrades?	No
FT-53	IT: Is there rack space available for Contractor servers, switch, routers, etc?	This will to be determined upon contract award.
FT-54	IT: Does the Contractor network need to support a facility camera system? If so, please provide details on the system	No

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FT-55	IT: Are there any non-standard system applications that need to be installed on Contractor's workstations?	No
FT-56	IT: What systems, applications or on-bus technology does the Contractor need to provide computers or servers for?	LTA is responsible for all required IT systems, applications, and on-bus technologies. The current CE contractor provides on-bus cameras as part of their driver safety program.
FT-57	IT: Are there any current challenges or concerns with provided technology that need to be addressed? An example might be the system lacks capacity for anticipated growth.	Due to its location, high speed internet is not currently available at the LTA facility.
FT-58	IT: Please provide a diagram of the Technology landscape showing applications/services, who uses each, are they on a server or in the cloud, etc.	Please see Attachment 12 – LTA Facility Phone/Internet Connections and Technology Applications Diagram.
FT-59	RFP Section 1.1, Page 10: Please clarify Options 1B and 2B. If a Contractor wanted to bid on any combination of the services (CE, ST or CE/ST) would the contractor have to submit 3 different full proposals (Option 1A, Option 2A and Option 3) or 6 different proposals per page 33 chart (1A, 1B, 2A, 2B, 3A, 3B)?	Only one proposal will be required. Please see Redlined RFP Sections 1.1, 3.1, 3.2, 5.1, 5.3, and 5.6.
FT-60	RFP Section 6.10.4, Page 47: Would LTA agree to provide notice of service issues subject to liquidated damages, and the opportunity to investigate the matter prior to assessment of damages? Suggested Language: "LTA must notify Contractor in writing within forty-eight (48) hours of an incident its intent to assess liquidated damages. Contractor shall have thirty (30) days following such notice to cure the incident prior to the assessment of liquidated damages. LTA must bill Contractor for such liquidated damage within sixty (60) days of the incident if the violation has not been remedied. Failure to either timely notify or bill Contractor shall relieve Contractor of its obligation to pay liquidated damages for the particular incident."	No, LTA will not agree to the suggested language provided. To provide a better understanding of LTA's approach to liquidated damages, please note LTA has not charged any over the last 12 months for CE and ST. Liquidated damages will only be determined based on observations, that of one of LTA's authorized monitors, or after a fully investigated and validated complaint.
FT-61	RFP Section 6.10.4, Page 47: Would LTA agree to waive liquidated damages for 30 days until service	The current Draft Agreement Section 6.10.4 provides for more than 30 days waiver. This waiver period has been updated to include

	<p>changes had been properly established? Suggested Language: In the event Contractor agrees to any increase or decrease in service levels, Contractor shall be afforded a period of thirty (30) days following implementation of such changes during which time no liquidated damages may be assessed with respect to scheduled drop-off times or availability of buses on routes, while Contractor makes operational adjustments to meet LTA requirements.</p>	<p>a period after significant service changes. Please see Redlined RFP Section 6.10.4.</p>
FT-62	<p>RFP Section 6.13, Page 49: Would LTA consider adding language here that limits insurance claims to those arising under the Agreement?</p>	No
FT-63	<p>RFP Section 6.13.5, Page 50: Please verify proof of insurance is not required at proposal submittal.</p>	Proof of insurance will be required at time of contract award.
FT-64	<p>RFP Section 6.16.1, Page 52: Would LTA consider providing more notice than 10 days for termination for convenience? Would LTA also consider language providing for mutual termination for convenience in the event contract conditions become unfavorable for either party? Suggested Language: "Either party may terminate this agreement for convenience upon not less than 90 days prior written notice to the non-terminating party."</p>	No
FT-65	<p>RFP Section 6.16.2, Page 52: Would LTA consider adding language to this section allowing for 30 days notice to the Contractor regarding any alleged defaults and the opportunity to cure prior to termination? Suggested Language: "...Termination shall be effected by serving a written notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. LTA shall give CONTRACTOR thirty (30) days notice of default and the opportunity to remedy the violation or take steps to remedy the violation prior to termination.</p>	No
FT-66	<p>RFP Section 6.23, Page 56: Would LTA consider striking "directly or</p>	No

	indirectly” and “sole” negligence from the indemnification provision?	
Jovenes de Antaño		
JDA-1	Question 15: Does this apply to staff only? What data do we need to give to the clients we transport concerning the Federal Transit Administration’s Drug & Alcohol testing reporting requirements?	For clarification Question 15 is now reworded to state: Describe your experience collecting, record keeping and reporting to your clients (i.e. the contracting agency or LTA) the data necessary for them to comply with National Transit Database reporting requirements and Federal Transit Administration drug and alcohol testing reporting requirements. Please see Redlined RFP Question 15.
MV Transportation		
MV-1	MV Transportation would like to submit a revised Labor Code 1070 document to be made available to all the potential bidders. Attached is the revised version with changes from the original submittal indicated in red for easy reference.	Please see Attachment 8 – Revised MV Transportation Collective Bargaining Agreement for CE employees.
MV-2	Please provide a copy of the current contract with the County and the contractor for ST services. Please also provide the current rates and total amount paid in 2016 and 2017.	Please see Attachment 15 – Current ST Contract. The ST current rate is \$36.00 per revenue hour. The total amount paid in calendar year 2016 was \$197,011 and calendar year 2017 was \$236,796 for ST.
MV-3	RFP Pages 10, 21, 30: Please provide additional clarity regarding the proposal options requested. Additionally, a) How many total proposals could be submitted? b) What is the difference between Option 1B and/or 2B and Option 3? c) Please confirm proposers are asked to submit a separate proposal for each option proposed? If so, it seems many of the responses for items in 5.6.4 will be repetitive. Is this the anticipated outcome? d) If proposers are required to submit separate proposals for each Option, is Question 29 applicable, as it seems that the answers to Question 29 will lie within the responses to the above questions 1-28. Should Question 29 instead ask proposers to describe the benefits of the combination option proposed in response to this item?	Only one proposal will be required. Please see Redlined RFP Sections 1.1, 3.1, 3.2, 5.1, 5.3, and 5.6.

MV-4	RFP Page 21, Section 3.1 Proposal Options: Will the LTA please confirm that the options listed under this heading replaces all other options listed, defined, and described on Pages 10, 30, and 32.	Please see Redlined RFP Sections 1.1, 3.1, 3.2, 5.1, 5.3, and 5.6.
MV-5	RFP Page 67, Section 7.1.10 CE Operations Headquarters: Under the current contract, the contractor provides the telephone equipment, please confirm whether this will be the responsibility of the County in the new term.	There are three phone lines used solely for dispatch duties at the LTA facility. The current CE contractor pays for the phone service of these three lines whereas the telephone equipment, which includes four Toshiba DP5132-SD 20-Button Digital Key Telephones, is provided by the LTA. The current CE contractor also provides their own service and phone system for conducting business. Please see Attachment 11 – Updated Appendix C – LTA Vehicle, Facility, and Equipment List.
MV-6	RFP Page 69, Section 7.2.6 Issuance of Courtesy Cards and ADA Paratransit Eligibility Cards: This is a new process that is not currently a contractor responsibility. As such, would the County please provide bidders with detail regarding the number of applications received and the number of eligibility cards issued on a monthly basis? Also, please provide a copy of the LTA eligibility requirements and specifications for the cards the contractor will now need to produce.	LTA issues on average three ADA Paratransit Cards and one Courtesy Cards per month. To provide a general overview of the process, steps include: verifying that the applications are complete (please see Attachment 16 – ADA Paratransit Card and Courtesy Card Applications), contacting applicants to fill in any missing information, comparing applications to previous submitted forms if applicants are requesting eligibility renewal, faxing doctor offices to verify eligibility, conducting phone interviews if doctors offices have failed to reply in enough time to ensure response by the FTA mandated deadline for ADA Paratransit applications, printing and laminating cards using in-house office equipment, mailing determination letters and cards to applicants, and adding and updating client information to internal and RouteMatch databases. Due to the sensitivity of the medical information provided by the applicants, all forms and documentation will need to be handled as confidential.
MV-7	RFP Page 34, Section 5.6.4., Question 3: Please specify the required management positions and detail whether these positions are required to be 100% dedicated to this contract. Currently, the General Manager and Safety Manager positions for CE services are not 100% dedicated.	Section 5.6.4 Question 3 has been updated in the Redlined RFP. Also please see Sections 7.2.11, 7.2.12 and 7.4.8, and Attachment 6 – Example Responsibilities of CE and/or Combined Service General Manager and Operations Manager/Lead Dispatcher.

MV-8	RFP Page 29, Section 4.3.5: In order to allow bidders to comply with California Labor Code requirements for the County's ST employees, please provide a description of benefits, including specifics regarding co-pay amounts, dependent coverage and the amount of premium paid by employer vs. employee.	Please see Attachment 9 – Jovenes de Antaño Benefits Details for ST
MV-9	RFP Page 37, Section 5.6.4, Question 19: Is there a collective bargaining agreement in place governing ST employees? If so, please provide this agreement to all bidders.	The employees engaged in operations of ST service are not represented by a union.
MV-10	RFP Page 179, Appendix 1: Please provide a current organizational chart displaying any employees for the ST services, full time/part time status, and the percentage they are dedicated to the contract with the County. Further, what are the duties of the Coordinator shown on Appendix I, is this a dispatcher?	Please see Redlined RFP Section 7.4.8 for the job duties of the Project Manager. With the current ST contractor, the job duties of the Project Manager are split between the Executive Director and the Coordinator, working approximately 30 hours a week dedicated to the LTA contractor, whose main responsibilities include dispatching, customer service, and preparing reports, etc. The four part-time and two full time drivers, as listed in Appendix I, report to the Coordinator.
MV-11	RFP Page 26, Section 5.6.4, Question 17: Would the County please provide the required number of training hours for each service type CE and ST? Today, drivers for the CE service receive 108.33.	LTA expects all proposers to include in their response to the RFP industry-standard topics and number of hours for driver training. The current CE contractor provides 108.33 hours of training for new drivers and a monthly safety meeting for all drivers and dispatchers. The current ST contractor provides at a minimum 10 hours of training for new drivers and a safety meeting every other month for all drivers and the dispatcher.
MV-12	RFP Page 13, Section 1.4.1 County Express Services: Do the 5,000 annual revenue hours described in the RFP include the 3.5 hours being added to service beginning in the next school season?	LTA do not have confirmed funding to increase service at this time. Contractors are advised to create CE proposals using the number of hours included in RFP Section 1.4.1.
MV-13	RFP Page 84, Section 7.3.9 ST Operations Headquarters: Is there a rent cost associated with the current ST operations facility or is this being provided to the current contractor at no charge? If there is a cost associated, is this being charged to the County through the monthly cost of service	The current ST contractor goes not pay rent to the City of Hollister for its current location. The current ST contractor's rent is not paid for by LTA.

	provided by the ST Contractor?	
MV-14	RFP Page 29, Section 4.3.4 Cost Proposal: At the pre-proposal conference, it was mentioned that there would be a formula applied to the cost proposal scoring. Please provide this formula/methodology.	<p>The average annual cost from the eight year contract cost as shown in Forms A1, A2 and A3 Will be used for the calculation. The difference between the low price and the high price and one point will be deducted from the maximum of 22 for each tenth of the difference between the high and low price. The low price firm will receive 22 point and the highest proposal will receive 12 points. Proposals between the low and high price will receive a proportional number of points.</p> <p>An example of how this formula will work is as follows.</p> <p>Low Price \$1,000,000 = 22 pts High Price \$1,050,000 = 12 pts</p> <p>Each point = \$5,000</p> <p>Price 3 \$1,005,000 = 21 pts Price 4 \$1,010,000 = 20 pts Price 5 \$1,025,000 = 17 pts Price 6 \$1,040,000 = 14 pts</p>
MV-15	<p>RFP Page 17, Section 2.4.1 County Express Services:</p> <p>a) Fixed Route/Complementary Paratransit: Based on schedules provided online and that paratransit scheduling mirrors the fixed route hours, it appears services operate from 6:20 a.m. – 11:15 a.m. and then 2:00 p.m. - 5:51 p.m., please confirm these are the hours bidders should account for?</p> <p>b) General Public DAR: Based on scheduled provided online, it appears this service currently runs 9:00 a.m. – 3:00 p.m. not 4:00 p.m. as described in this section of the RFP. Please confirm which end time is accurate for bidders to account for in their proposals.</p> <p>c) General Public DAR: Today, reservations for weekend rides are scheduled M-F from 9:30 a.m. – 4:00 p.m. the week of the trip. This differs from the hours prescribed in the RFP. Please confirm the reservations hours for weekend rides.</p>	<p>a) CE Paratransit service mirror the schedule of the CE Fixed Route, which is scheduled from 6:13 a.m. – 11:15 a.m. and 2:10 p.m. – 5:51 p.m. Please see Redlined RFP Section 2.4.1.</p> <p>b) As a response to the Unmet Transit Needs process, the CE weekend General Public DAR will be extended to 9:00 a.m. – 4:00 p.m. starting in Fiscal Year 2018/19.</p> <p>c) CE Weekend General Public DAR reservations can be made between Monday at 9:30 a.m. and Friday at 4:00 p.m. the week of. Please see Redlined RFP Sections 2.4.1 and 7.2.12.</p> <p>d) Although there is no same day service for weekend DAR since trips are booked in advance during the week from Monday at 9:30 a.m. to Friday at 4:00 p.m., LTA will require a part time dispatcher on the weekends to address customer service needs. These duties will include answering the phone system at the LTA facility, processing cancellations, advising customers the location of their bus, and providing trip</p>

	d) General Public DAR: Today, the contractor has a dispatcher on duty on Saturdays from 9:00 a.m. – 3:00 p.m. This differs from the RFP requirement, please confirm that this staffing arrangement would be expected in the new term.	planning assistance for riders of the weekend Intercounty service. A dispatcher will be at the LTA facility eight hours a weekend with the hours split between Saturday and Sunday. How the hours are split between the two days will be determined during contract negotiations. Please see Redlined RFP Section 2.4.1 and 7.2.12.
MV-16	RFP Page 14, Section 1.5 Term of Contract: Would LTA consider extending the option years based on mutual consent?	As required by FTA and Caltrans, the exercise of Option Years must be at the sole discretion of LTA. Sections 6.6.3 has been added to the redline version of the Draft Agreement and reads as follows: In the event of any change in federal, state or local law, rule or ordinance which has the effect of increasing contractor(s) operating costs, including but not limited to an increase in the minimum wage or healthcare and overall benefits cost, the contractor(s) and LTA shall meet to discuss the impact of these costs and shall negotiate adjustments to contractor(s)' rates at LTA's sole discretion to be approved by the Board of Directors. Should LTA and the contractor(s) be unable to reach an agreement to increase contractor(s)' rate to offset the increased costs, contractor(s) may terminate the Agreement(s). LTA acknowledges that the contractor(s)' termination due to inability to recover the additional costs imposed is reasonable.
MV-17	RFP Page 111, Exhibit C: Please indicate whether the Specialized Transportation Vehicles will have MDTs.	At this time RouteMatch and MDTs are not available to the ST contractor. Future investments by LTA may allow for use of these technologies for ST services.
MV-18	RFP Page 73, Section 7.2.12 Operations Management: Currently, the division manager is not dedicated to this service. Please confirm that the division manager will be 100% dedicated to this service under the new RFP.	Please see Redlined RFP Sections 7.2.11, 7.2.12 and 7.4.8, and Attachment 6 – Example Responsibilities of CE and/or Combined Service General Manager and Operations Manager/Lead Dispatcher.
MV-19	RFP Page 80, Section 7.2.29 Street Furnishings: Currently, the contractor is responsible for trash and graffiti removal from the shelters. Please confirm that this will be a requirement under the new contract.	Yes

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MV-20	RFP Page 99, Section 7.5.3 Vehicle Cleaning: Please confirm that the contractor will be required to clean the vehicles daily and wash the vehicles at least once per week.	Yes
MV-21	RFP Page 99, Section 7.5.2 Daily Vehicle Inspection and Servicing: Currently, drivers fuel the vehicles when they arrive at the yard as non-revenue time. Please confirm that drivers will continue to fuel the vehicles under the new RFP.	Yes
MV-22	RFP Page 54, Section 6.16.8 Transition to Future Contractor: Currently, the contractor provides office furniture and equipment. Please confirm that all bidders will have to provide office furniture and equipment under the new RFP.	Yes
MV-23	RFP Page 99, Section 7.5.2 Daily Vehicle Inspection and Servicing: Currently, drivers top off fluids on the vehicles if low. Please confirm that drivers will continue to be responsible for topping off fluids under the new RFP.	Yes
MV-24	RFP Page 17, General Public Dial-A-Ride: Please confirm that a dispatcher will be required to be on duty during all hours of operation when a vehicle is in service.	During the week, CE requires a dispatcher to be on duty during all hours of General Public DAR. Although there is no same day service for weekend DAR since trips are booked in advance during the week from Monday at 9:30 a.m. to Friday at 4:00 p.m., LTA will require a part time dispatcher on the weekends to address customer service needs. These duties will include answering the phone system at the LTA facility, processing cancellations, advising customers the location of their bus, and providing trip planning assistance for riders of the weekend Intercounty service. A dispatcher will be at the LTA facility eight hours a weekend with the hours split between Saturday and Sunday. How the hours are split between the two days will be determined during contract negotiations. Weekend cancellations and no shows are treated the same as during the week. Please see Redlined RFP Section 2.4.1 and 7.2.12.
MV-25	RFP Page 130, Appendix C LTA Vehicle, Facility, and Equipment List:	Yes

	Please confirm that facilities and janitorial supplies will continue to be provided by the Contractor.	
MV-26	RFP Page 13, Section 1.4.2 Specialized Transportation Services: Please indicate whether a separate phone line will be required for Specialized Transportation.	This would be determined upon contract award. LTA asks contractors to take this item into consideration as part of their proposal response to Question 29. Please see Redlined RFP Question 29.
MV-27	RFP Page 49, Section 6.13.2 Comprehensive General Liability Insurance: We recommend removing the “owner’s and contractor’s protective” from this insurance requirement as this coverage would require the purchase of a separate insurance policy. Instead, would the County allow the contractor to provide similar coverage through its General Liability policy?	The “owner’s and contractor’s protective” is a stand-alone policy that covers the named insured’s liability for bodily injury (BI) and property damage (PD) caused, in whole or in part, by an independent contractor’s work for LTA. If the contractor(s)’ General Liability policy picks up this liability, then it should cover the BI and PD as far as the contractor(s)’ work is concerned barring any exclusions. Contractor(s) must ensure that there is nothing that specifically excludes the coverage that would otherwise be picked up by the “owner’s and contractor’s protective” liability.
MV-28	RFP Page 50, Section 6.13.3 Commercial Automobile Liability Insurance: We recommend removing the requirement for medical payments to be included, as including medical payment coverage will increase cost to the County. This would require a separate policy that would hold the contractor responsible for costs that it may not be liable for, as it is “no fault” insurance.	Medical payments are fairly common in auto liability policies. LTA will not remove this requirement.
MV-29	RFP Page 51, Section 6.13.5 All Insurance, i.: We recommend removing the requirement for the certificate of insurance to provide notice of cancellation to LTA. The standard certificate of insurance form has been revised and no longer provides specific notice of cancellation wording. The insurance carrier only has an obligation to notify the insured in case of notice of cancellation. We recommend that you modify this item to make it a requirement that the contractor notify the LTA in the event of cancellation.	Generally, a notice of cancellation goes to the insured and it is their responsibility to let 3rd parties know of any material changes. For this reason, contractor(s) will be required to notify LTA in the event of cancellation.

MV-30	<p>Contract, Price Adjustment: Would the County consider including a provision in its contract with the successful contractor that provides for price adjustments if Contractor's costs increase as a result of (i) changes to the scope of work / service hours requested by the Authority, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the City or surrounding jurisdictions? Further allowing that if the parties are unable to agree on a rate adjustment, either party may terminate the contract upon 120 days written notice to the other party?</p>	<p>Regarding changes to the Scope of Work or service hours requested by LTA, changes would be reflected in the number of hours using the hourly rate of the contract(s). Sections 6.6.3 has been added to the redline version of the Draft Agreement and reads as follows: In the event of any change in federal, state or local law, rule or ordinance which has the effect of increasing contractor(s) operating costs, including but not limited to an increase in the minimum wage or healthcare and overall benefits cost, the contractor(s) and LTA shall meet to discuss the impact of these costs and shall negotiate adjustments to contractor(s)' rates at LTA's sole discretion to be approved by the Board of Directors. Should LTA and the contractor(s) be unable to reach an agreement to increase contractor(s)' rate to offset the increased costs, contractor(s) may terminate the Agreement(s). LTA acknowledges that the contractor(s)' termination due to inability to recover the additional costs imposed is reasonable.</p>
MV-31	<p>Sample Agreement, Section 6.6.2 – Minor Changes: Would the County revise this clause to require the requirement of both the LTA and the contractor for all revisions to the agreement?</p>	<p>No</p>
MV-32	<p>Sample Contract, Section 6.7.2 -Option Years; Section 6.7.3 – Month-to-month extensions; RFP, Section 1.5 – Term of Contract: Would the County revise this clause to require the mutual agreement of any extension of the contract?</p>	<p>No, as required by FTA and Caltrans, the exercise of extensions must be at the sole discretion of LTA.</p>
MV-33	<p>Sample Contract, Section 6.16.1 - Termination for Convenience: Would the County please revise this clause to provide for 60 days' notice prior to termination, and payment of contractor's reasonable close out costs?</p>	<p>No</p>
MV-34	<p>Sample Contract, Section 6.16.2 - Termination for Default: Would the County please consider revising this clause to provide that the Contractor may have thirty (30) days to cure any default.</p>	<p>No</p>
MV-35	<p>Sample Contract, Section 6.22 - Dispute Resolution and Attorneys' Fees: Would</p>	<p>This request may be considered during contract negotiation.</p>

	the County revise to provide for dispute resolution via mediation, arbitration and/or a court of competent jurisdiction?	
MV-36	Sample Contract, Section 6.23 – Indemnification: Would the County revise to limit indemnity to Contractor’s negligence or willful misconduct, and exclude claims based on the active negligence and/or willful misconduct by any indemnified party?	No
MV-37	Sample Contract, Section 6.29 – 13(c); SOW, Section 7.4.9 – Employee Selection and Supervision; FTA Provisions #23: Would the County revise to provide that the City will be administratively and financially responsible for 13(c) obligations? Contractor is obligated to bargain collectively with any union representing its employees, and to comply with the terms and conditions of the CBA it enters into with such union.	No
MV-38	Sample Contract, Section 6.45 – Sale or Transfer: Would the County delete this clause, as a change in the stockholders of Contractor shall not require consent or result in a default or termination of the Agreement?	This request may be considered during contract negotiation.
MV-39	We would like to receive the following data in excel for a recent two-week period for ST Services to assist us in understanding trip volume and patterns. We would like this data to be drawn from a fairly representative week for the service which excludes holidays or unusual trip-making patterns associated with adverse weather or special events. a) Origin and destination latitude and longitude coordinates for each scheduled trip b) Final status of each scheduled trip, e.g. whether the trip was provided, cancelled or no-showed c) Scheduled and actual pick-up and drop-off times for each performed and no-showed trip d) Passengers transported, broken down by riders, attendants, companions, children and any other	This information was requested from the current ST contractor. The information below was reported for a two-week period: 341 passengers were transported with zero cancellations and zero no shows; the Senior Lunch program pull out was 9:00 a.m. and return to yard is 3:00 p.m., the Out Of County Medical had three runs with 1. 10:30 a.m. pull out and 4:30 p.m. return to yard 2. 7:00 a.m. pull out and 4:30 p.m. return to yard and 3. 11:00 a.m. pull out and 7:00 p.m. return to yard, and Medical Shopping Assistance varied based on client requests; the Senior Lunch had 123 passengers (eight using walkers); the Out of County Medical had 166 passengers (13 using wheelchairs); and the Medical Shopping Assistance had 52 passengers (20 using wheelchairs). Other requested information is not available.

	<p>passenger categories tracked by the system</p> <p>e) For each trip, whether the rider used a mobility device, service animal or any other equipment codes</p> <p>f) Number of trips denied, broken down by capacity, eligibility and rider refusals as well as by any other category currently tracked</p> <p>g) Number of complaints received</p>	
Paratransit Services		
PS-1	Can you provide a list of the attendees at the Preproposal Conference meeting?	Please see Attachment 5 – Completed Pre-Proposal Sign In Sheet.
PS-2	Appendix F: Both are shown as February 2019. We are uncertain how to interpret this data. (Is this projected data, or actual data for some other time period, or maybe just sample data to indicate how reports would look?) Please clarify what is represented in these two reports.	Included in Appendix F is representative sample data to help demonstrate how the CE Monthly and Operations Reports will look when being prepared.
PS-3	RFP 5.6.3 Questionnaire and Appendix G: Question 3 asks proposers to “address the following positions or position equivalents: Site Manager, Operations Manager, Safety and Training Manager, Supervisor/Dispatcher, Road Supervisor, Customer Service Specialist, Bus Driver and administrative support personnel.” Similarly, Question 5 asks for the qualifications of “the proposed Site Manager, Operations Manager and Safety & Training Manager.” However, Appendix G lists Operators, a Dispatcher, GM and Project Manager for current personnel. Is LTA looking for an expanded roster of specific positions corresponding to Questions 3 and 5, or are the titles listed there to be interpreted as functional areas, rather than actual positions?	Please see Redlined RFP Sections 7.2.11, 7.2.12 and 7.4.8, Attachment 6 – Example Responsibilities of CE and/or Combined Service General Manager and Operations Manager/Lead Dispatcher, and Attachment 3 – Updated Appendix A – Price and Cost Forms.
PS-4	RFP Appendix G: Is County Express currently fully staffed with the non-exempt positions listed (15 drivers and 1 Dispatcher)?	The CE dispatcher and operators are bargained non-exempt employees listed in Attachment 8 – Revised MV Transportation Collective Bargaining Agreement for CE. The current CE General Manager and Project Manager are non-bargained exempt employees. Please note the Project Manager

		also provides dispatching duties under the current contract.
PS-5	RFP Appendix G Medical Insurance: How many of the current employees are receiving medical benefits?	All CE employees are eligible for medical benefits. Four ST employees are receiving medical benefits at this time. Please see Attachment 8 – Revised MV Transportation Collective Bargaining Agreement for CE and Attachment 9 – Jovenes de Antaño Benefits Details for ST. Other requested information is not available.
PS-6	RFP 5.6.3 Questionnaire: RFP Question 7b asks for a “contingency plan in the event of a work stoppage by employees.” Has the current Contractor had issues with the labor union (SMART-UTU) in the past? How would LTA characterize the current relationship between the incumbent Contractor and the labor union? Does LTA feel that issues are currently in play that could threaten negotiations, leading to a work stoppage in 2019?	Please note this question is included to allow LTA to evaluate this worst-case scenario situation. There is no record of actual or threatened work stoppages during the current contract term. Please see Attachment 8 – Revised MV Transportation Collective Bargaining Agreement for CE and contact the bargaining unit for more information.
PS-7	RFP 7.5.3 Vehicle Cleaning: Is a wash bay provided at the LTA vehicle maintenance facility? If not, where are the CE vehicles currently washed?	The bus wash station located next to the LTA facility is owned by San Benito County and is made available for use by the contractor(s). The contractor(s) does not have access to the pressure washer. The LTA maintenance staff or County staff will be responsible for maintenance of the traps. Contractor(s) is responsible for providing brushes and other equipment needed for cleaning the buses at the bus wash station. Please refer to Section 7.5.3 of the Redlined RFP for information from the existing contractor on the estimated amount of time required for vehicle cleaning.
PS-8	RFP 6.27 DBE: Does the current Contractor utilize DBE firms for any part of the current County Express Contract? If so, please identify the firms, and the work they perform.	Please see Section 6.27 of the RFP regarding DBE requirements for this contract. Although the current CE contractor does not utilize DBEs as part of the contract, LTA highly encourages DBE participation whenever possible.
PS-9	RFP Appendix F: Please clarify the data provided in the Appendix F Reports for County Express. Is this real data, or sample data? Some of the reports show a “February 2019” date, please clarify what that means.	Included in Appendix F is representative sample data to help demonstrate how the CE Monthly and Operations Reports will look when being prepared.
PS-10	Invoices from Current Contractor: Please provide a copy of invoices and	Please see Attachment 2 – Monthly Reports and Invoices Nov 2017 – Apr 2018.

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	management reports from the current Contractor covering the previous 6 months of County Express operations.	
PS-11	Revenue and Deadhead Hours and Miles: If this information is not included in the management reports requested above, please also provide (a) revenue hours and miles, and (b) deadhead hours and miles for the previous 6 months of County Express operations.	Revenue hours and miles are included in Attachment 2 – Monthly Reports and Invoices Nov 2017 – Apr 2018. Other requested information is not available.
PS-12	RFP Exhibit C: Please identify which of the County Express vehicles are back-ups.	Please see Attachment 11 – Updated Appendix C – LTA Vehicle, Facility, and Equipment List.
PS-13	Are there any issues with the current operation of County Express that the City would expect to be addressed by a new Contractor upon contract award?	In general, there is an increase in operations management in this RFP versus RFPs in LTA's past. This is in effort to increase customer satisfaction. Please see Redlined RFP Sections 7.2.11, 7.2.12 and 7.4.8.
Transmetro Inc.		
TI-1	Name of current contractor for each or all service options.	MV Transportation, Inc. is the contractor for CE and Jovenes de Antaño is the contractor for ST.
TI-2	Three most recent month ridership reports for all service.	Please see Attachment 2 – Monthly Reports and Invoices Nov 2017 – Apr 2018.
TI-3	Three most recent current contractor invoices.	Please see Attachment 2 – Monthly Reports and Invoices Nov 2017 – Apr 2018.
TI-4	Any employee collective bargaining provisions required.	As per Section 1.9 of the RFP, a Memorandum of Understanding exists between MV Transportation, Inc., Hollister Division, and the SMART (Sheet Metal Air Rail Transportation) International Union Local 0023 relative to the CE service. Please see Attachment 8 – Revised MV Transportation Collective Bargaining Agreement for CE. The employees engaged in operations of ST service are not represented by a union.
TI-5	Any specific DBE participation preference.	Please see Section 6.27 of the RFP regarding DBE requirements for this contract.
TI-6	Any plans to have contractor provide motorcoaches for express service and/or expansion to commute centers.	This is not contemplated as part of this RFP.

V. ADDENDUM NO. 2 ATTACHMENTS

Attachment 1 - Redlined Changes to the RFP

Attachment 2 - Monthly Reports and Invoices Nov 2017 – Apr 2018

Attachment 3 - Updated Appendix A – Price and Cost Forms (in Excel)

Attachment 4 - Pre-Proposal Conference PowerPoint

Attachment 5 - Completed Pre-Proposal Sign In Sheet

Attachment 6 - Example Responsibilities of CE and/or Combined Service General Manager and
Operations Manager/Lead Dispatcher

Attachment 7 - RFP 2018-01 Questionnaire (In Word)

Attachment 8 - Revised MV Transportation Collective Bargaining Agreement for CE

Attachment 9 - Jovenes de Antaño Benefits Details for ST

Attachment 10 - Appendix B – Standard Forms (in Word)

Attachment 11 - Updated Appendix C – LTA Vehicle, Facility, and Equipment List

Attachment 12 - LTA Facility Phone/Internet Connections and Technology Applications Diagram

Attachment 13 - Example Secret Rider Program Survey Questions

Attachment 14 - LTA Transit ITS Plan

Attachment 15 - Current ST Contract

Attachment 16 - ADA Paratransit Card and Courtesy Card Applications