

Below are questions submitted to clarify sections of the Rochester School District Transportation Services RFP. Questions are in red and district responses are in blue.

1. **Regarding the RFP and information requested by Contractors, information provided from Contractors and information provided to Contractors –** First Student is formally requesting (a) a list of any and all Contractors who has requested the RFP, (b) a list of any and all Contractors who participated in the pre-bid meeting on May 18, 2022, (c) a list of all questions submitted by any and all Contractors and (d) a list of any and all answers provided by the District. First Student is also formally requesting all addendum(s) and any additional information submitted to and/or provided from the District.

(a) First Student; (b) First Student; (c) As of May 31, 2022 the only questions submitted were from First Student and are included in this document; (d) all answers to all questions received are included on this document; (e) one addendum has been issued to clarify the current salary schedule of the current contractor employees.

2. **Regarding Page 12, Section d. ii. 1., Special Education Transportation –** It just reads 3 buses. Are they any other requirements for these 3 buses?

Additional details regarding the required buses can be found on page 24 in the chart titled “Special Education Daily Routes”.

3. **Regarding Page 13, Section K-Facilities and Equipment, a. iv. -** All buses operated under this contract will be equipped with fully functional digital video cameras, radio communications, intercom systems, systems to ensure students are not left on the bus unintentionally and tracking/GPS capabilities. This is a new requirement. Does the District want internal and external speakers or internal speakers only? Would this be required for every route or just the regular routes?

(b) The District is requesting internal speakers only and only on regular routes.

4. **Regarding Page 14, Section L-On-Site Management, a. v. c –** c) The DISTRICT requires that at least two (2) people staff the office, to include at a minimum the Branch Manager, and the Dispatcher. CONTRACTOR must ensure that personnel receive training on software programs key to bus garage operations, and Washington State laws, regulations and reporting requirements, and are competent within the conditions set forth by this agreement. At least one (1) competent employee will be on hand in the transportation office to ensure route requirements are met and to coordinate operations and to handle two way communications with bus fleet during the period from the beginning of the first regularly scheduled route each school day and the end of the last daily route. The current Contractor has one (1) Location Manager, one (1) Full Time Dispatcher, one (1) Full Time Payroll/Clerical Admin and one (1) Full Time Safety Manager. This does not include our Maintenance Personnel which includes one (1) Tech In Charger and one (1) Technician. Will the District add the extra positions to maintain the staffing levels of the current Contractor or is the District ok with reducing the staff headcount?

The District is willing to maintain the staffing levels of the current contractor.

5. **Regarding Page 24, Section III-Pupil Transportation, Special Education Daily Routes –** Schools buses shall be equipped with a minimum of the following options. Luggage Bays or Storage Compartments (double or triple luggage). Route 103 is listed with the other special education routes.

Route 103 currently only runs Mon-Thurs and does not follow a normal school calendar. Will this be changing or will Route 103 run the way that it is being ran today?

There will not be a change. This will continue to run as a Monday-Thursday route beginning approximately one (1) week after the regular school start date and ending approximately two (2) weeks before the regular school end date.

6. **Regarding Page 24, Section III-Pupil Transportation, Current Driver Salary Schedule** – We have attached a copy of the most recent CBA which has modified information in it including modified wages. Will the District share this as an addendum?

Yes, the new CBA has been added as an addendum.

7. **Regarding Page 25, Section III-Pupil Transportation, Current Driver Benefits** – This list Seven (7) paid holidays. The CBA has eight (8) listed holidays. Will the District inform all possible bidders of the correct number of holidays?

Yes, the District will honor eight (8) paid holidays.

8. **Regarding Page 25, Section III-Pupil Transportation, Current Monitor Salary Schedule** – We have attached a copy of the most recent CBA which has modified information in it including modified wages. Will the District share this as an addendum?

Yes, the new CBA has been added as an addendum.

9. **Regarding Page 17, Section P. a., Hold Harmless** – Would the District be willing to modify this section so that the Contractor would be liable for only those damages the Contractor causes?

The District would like to keep current language.

10. **Regarding Page 11, Section J. b., / Regarding Page 22/23** – Would the District consider additional language to reflect to provide for rate adjustments for service level changes not initially anticipated in the final contract and that result in a material increase or decrease of services?

We need clarification on this question please. Section J (b) pertains to shuttle routes and pages 22 and 23 pertains to regular routes. Does the language proposal relate to shuttle routes or regular routes?

11. **Regarding Page 10, Section H. a., Insurance and Bondage** – Can the Parties add language to limit insurance claims to only those arising under the Agreement?

The District would like to keep current language.

12. **Regarding Page 17, Section N. xii / Regarding Page 18, Section R / Regarding Page 32, Section I. 3., Force Majeure, etc.** – Would District consider modifying the force majeure clause to excuse Contractor from performance for additional events outside Contractor's control, such as labor shortages, strikes, inclement weather, etc.? Would District consider removing the clause regarding District's equipment takeover (bus operations with District employees) after a force majeure?

The District would like to keep current language.

13. **Regarding Page 9, Section II, C. a. i., Termination of Agreement** – Would District provide Contractor with 30 days' written notice of default and an opportunity to cure its defaults within that time period prior to terminating the contract?

The District is open to further discussion in regards to the process used to terminate the agreement when student safety is a concern.

14. **Regarding Page 9, Section II, C. a. i., Termination of Agreement** – Would District consider adding language providing for mutual termination for convenience with notice in the event contract conditions become unfavorable for either party?

We would consider termination under mutual agreement; however, having the contract become unfavorable to either party seems open ended and subjective.

15. **Regarding Page 9, Section II, C. a. i. ii., Termination of Agreement** – Would District consider including a termination for lack of funding provision under which it (District) would provide adequate notice to Contractor?

Current language reads "Thirty (30) calendar days after loss or unavailability of state apportionment of pupil transportation funding from the Superintendent of Public Instruction at no fault of the DISTRICT." Does this meet the request?

16. **Regarding Page 11, Section J. b. c., Shuttle Service / Regarding Page 18, Section Q. a., Unscheduled Closing or Delayed Opening of Schools** – Would District consider indicating that it will notify Contractor not later than 5:00 a.m. on the day of a school cancellation or delay or not later than two (2) hours before early dismissal or the cancellation of Supplemental Transportation?

On Page 11, Section J. b.c; there are already time notification deadlines identified. Section Q. a. pertains to regularly scheduled routes. For regular routes, we would be open to perhaps adding language to include a certain number of minutes prior to the beginning of routes. This is because school start time can change from year to year. Also, our current contractor provides us recommendations regarding school delays and sometimes those recommendations don't come until after 5:00 a.m.

17. **Regarding Page 13, Section K. a. iii., Facilities and Equipment** – Would District consider including a provision to address the issue of equipment modification requirements that may arise, especially for equipment costs not "previously approved"?

The District would like to keep the previously approved language.

18. **Regarding Page 11, Section J. a., / Regarding Page 12/13, Section J. h., Service Requirements** – Can District provide notice and a cure period for any defaults? If District does not timely notify or bill Contractor for penalties and/or "credits" for "minimum daily rate per route" not run or, can District relieve Contractor of its obligation to pay these credits for the incident?

The District is requesting a credit on the invoice received from Contractor. There would not be a secondary invoicing process.

- 19. Regarding Page 12, Section J. d. 2., Service Requirements / Regarding Page 15, Section M. a. 2., Labor Management** – Can District advise Contractor of any transportation related issues included in any student's IEP, where such information is relevant to the Contractor's services? Can Contractor request input into the IEP process where the conduct or needs of a child on a Contractor vehicle may be a health or safety concern for that child or other passengers on the vehicle?

Yes, the District is agreeable to this.

- 20. Regarding Page 31/32, Section H, Pupil Transportation Service Fuel Cost Estimate** – Would District consider including a fuel escalation provision that is mutually beneficial to both Parties?

Yes, the District is willing to consider a fuel escalation provision that is mutually beneficial to both Parties.

- 21. Regarding Page 19, Section V. a. i., Compensation for Services and Adjustments** – Can the Parties add language to indicate when District will pay Contractor on Contractor's invoices?

Yes, the District is willing to include net 30 language to this section.

- 22. Regarding Page 32, Section I. 3., Supplemental Information** – Would District consider adding language to address payment of fixed costs in the event of a school closure (costs associated with overall management and administration, facilities cost, fleet investment and maintenance, technology, insurance, and other operations costs)? Can the Parties re-negotiate an equitable solution if payment according to the bid model is interrupted in any manner over the agreed upon term?

Yes, the District is willing to address payment of fixed costs in the event of a school closure. Yes, the parties can re-negotiate an equitable solution if payment according to the bid model is interrupted in any manner over the agreed upon term.

- 23. Regarding Page 19/20, Section V. a. iv(a)(2), (c), Compensation for Services and Adjustments** – Would District consider adding language to provide for escalation and/or rate adjustments if/when federal, state, or local laws change and impose additional equipment requirements other than those set forth in the bid specifications?

The District would consider adding such language as long as it was mutually beneficial to both parties.

- 24. Regarding Page 20, Section V. a. iv(b), Compensation for Services and Adjustments** – If the approved Consumer Price Index (CPI) is negative over the term of the Agreement, can the Parties disregard the CPI and determine the rate for the extended term?

If CPI is negative, the district is willing to negotiate an increase at that time.

- 25. Regarding Page 20, Section V., Compensation for Services and Adjustments** – Will the District

allow set increases or CPI, whichever is greater, in years 2 through 5 of this contract?

See answer to question 25. We interpret this to be the same question asked in a different way.

- 26. Regarding Driver Shortage,** – Would District consider adding language to address the driver shortage? Can Contractor pass through the incremental labor and travel and expense costs?

Not at this time.

- 27. Regarding Page 18, Section T. a., District Option to Purchase Contractor Owned School Buses** – Would District consider removing the “option-to-purchase” clause in this section?

Yes, the District will consider removing the “option-to-purchase” clause.

- 28. Regarding Dispute Resolution** – Would District consider including a dispute resolution provision that is favorable to both Parties?

Not at this time.

- 29. Regarding Page 5, Section I. A. a.,** – Proposals must be submitted on forms prepared by the DISTRICT. No alteration to DISTRICT forms will be permitted, including substitutions, additions, deletions or interlineations, except as provided below in Sub-section 1.1. Reproduction of DISTRICT documents is permitted so long as reproduced copies are exactly the same in size, format and content as forms prepared by the DISTRICT. Any proposal submitted in altered form may result in rejection of such proposal at the option of the DISTRICT. Any contract arising from a proposal which contains altered content of DISTRICT forms is voidable at any time at the option of the DISTRICT. **We did not see a Sub-section 1.1. Can you provide this section to us?**

This statement was made in error. Please strike the language “except as provided below in Sub-section 1.1.”