

March 20, 2020

NOTICE OF ADDENDUM

**TO KINGS COUNTY AREA PUBLIC TRANSIT AGENCYS' REQUEST FOR PROFESSIONAL
VANPOOL SERVICES RFP # 1920-03**

Addendum # 2 has been issued for RFP 1920-03; please see the following pages. Addendum must be signed and submitted with bid.

KINGS COUNTY AREA PUBLIC TRANSIT AGENCY
RFP 1920-03
VANPOOL SERVICES

ADDENDUM No. 2

Addendum No. 2 is being issued to provide a summary of questions received about the project and the responses thereto, as well as additional information/clarification about the RFP. This addendum becomes part of the Contract Documents for the above project and must be signed and submitted with proposal. Language being removed from this RFP will be noted with a strikethrough (example). The new language will be in red. Any part of the RFP not addressed in this Addendum remains unaffected and the original RFP language stands.

ITEM 1: CLARIFICATIONS

1. Per Attachment B, Vanpool Service Providers, page B-3

Please clarify. In this section, the monthly vanpool subsidy is described as; existing vanpools can receive \$150 per van per month and new vanpools can receive \$350 per van per month. However, this is not written this way in any other part of the RFP. Is it KCAPTA's intent to provide \$150 for existing vanpool groups and \$350 for new groups? And what is the definition of both?

Response: Each qualified existing vanpool will received \$150 per month subsidy. New vanpool groups that qualify will received \$400 per month subsidy. A new vanpool group is defined as having 5 or more rider who have not participated in a vanpool in the last 12 months.

2. Per Attachment A, B, & H and formal question #2 previously submitted;

We take exception to the use of these attachments and suggest the use of the attached vanpool Services Contract, applicable federal clauses. We are open to negotiation of these documents, but suggest them as a starting place as they were created with counsel specifically for vanpool services. The clauses were developed to include only the flowdowns that apply specifically to vanpooling. The participation agreement is typical to a public vanpool arrangement where the public agency is providing a subsidy and there is a contractor providing turnkey services. If KCAPTA insists on using the existing Attachment A, we will provide exceptions with our proposal. If KCAPTA determines you must use the existing documents we reserve the right to negotiate the documents prior to contract execution.

Response: KCAPTA is open contract negotiation and would consider and the use of alternative forms. Please submit alternative forms with proposal. Contract negotiation will occur after proposal has been submitted and Vendor is recommend for award.

ITEM 2: QUESTIONS/RESPONSES

1. How many vanpools does KCAPTA expect to have in the program by the end of the first year?

Answer: KCAPTA expect to have a total of 68 vanpools in the program by the end of the first year (62 existing and 6 new)

2. Is the use of electronically signed forms acceptable to KCAPTA?

Answer: Yes

3. Do the vehicles in the program need to be Buy America compliant?

Answer: No

4. Throughout the document it appears that “U.S. DOT” and “FTA” are used interchangeably especially when talking about funding. Please clarify the funding used for this program and corresponding regulations required of this program.

Answer: Funding for the project include both State Transit Funds and FTA Funds

5. Can we receive the KCAPTA Guidelines for review?

Answer: The question is vague, if you were referring to the guidelines KCAPTA would follow to determine if a vanpool qualifies. KCAPTA has not developed these guidelines. Once the Contract has been award KCAPTA will work with the Vendor to establish guidelines that are clear and easy to determine if a vanpool will qualify.

6. **Page 7, b. 3rd bulleted point**

“Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by the individual tasks.”

Labor is not applicable to this program, we request the removal of this requirement. Is KCAPTA amenable to this change?

Answer: Yes

7. **Page 7, “b. Proposed Staffing and Project Organization,” 5th bulleted point;**

We take exception to “Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the Authority.”

And suggest the following language replacement, is KCAPTA amenable to this change?
“Include a statement that key personnel will be available to the extent proposed for the duration of the project **to the best of contractor’s knowledge**, acknowledging that no person designated as “key” to the project shall be removed or replaced without ~~prior written concurrence of the Authority.~~ **documentation of the replacement personnel’s qualifications and ability to perform requirements of the contract.**

Answer: KCAPTA accepts the language replacement

8. **Page 12, 4th bulleted point;**

“Vanpools in the Program must have origin in Kings County.”

Is KCAPTA amenable to changing eligibility to “origin or destination in Kings County” to accurately service the entire Kings County population?

Answer: No, not at this time. This may be something considered in year 2 or 3 of operations

9. **Page 12, 1. “Contractor will:”, fourth bulleted point;**

We request deletion of “and liabilities.” There are situations where another party could be legally or contractually responsible for liabilities associated with the Program. We have contracts with all Drivers and Coordinators of the vanpool, or liability could be due to the fault of another party.

Answer: No, not at this time. We are open to discussion on this item and perhaps modification of wording during contract negotiations.

10. Page 12, 2. “KCAPTA will:”, last bulleted point and Page 16, “15. Financial Administration and Billing,” 4th bulleted point;

Contractors can provide collection and compilation services for NTD data. Is KCAPTA amenable to using contractor's NTD software and processes instead of KCAPTA's processes?

Answer: Yes, we are amenable to using contractor's software.

11. Page 13, Last bulleted point;

We request the deletion of “two business days” and suggest the following replacement language “a reasonable time congruent with the characteristics of the request.” Since we do not know the scope of the requests we may get from KCAPTA, it may take longer to compile the information. Is KCAPTA amenable to this change?

Answer: Yes, we are amenable to this change

12. Page 14, 2. “Maintenance,” 2nd bulleted point;

We request the deletion of “two business days” and suggest the following replacement language “a reasonable time period” as the nature of maintenance safety complaints can vary widely, and it could take longer than 2 days to resolve the issue. Is KCAPTA amenable to this change?

Answer: Yes, we are amenable to this change

13. Page 14, 5. “Driver approval,” “The contractor shall be responsible for obtaining DMV Form DL-51”;

We take exception to this requirement for the following reasons;

1. There are privacy and personal identifiable information storage concerns for both participants and contractors that could also include HIPAA controlled information.
2. Since vanpool drivers are not required by the DMV to obtain and maintain the green identification card that can easily be stored by the drivers or have on record with the contractor, there is not an easy or acceptable process in place to correctly store the forms and keep the information private.
3. No other California public agency who we have a contracted vanpool program requires the contractor to maintain record of the actual form and has moved the responsibility to maintain certification to the individual drivers.

Suggested revised language:

“Ensure that vanpool drivers are qualified to operate a vehicle. The Contractor shall comply with applicable state and federal laws and regulations, including driver and vehicle certification, licenses, vehicle registration, and insurance certifications. The Contractor driver shall be responsible for obtaining DMV Form DL-51 from vanpool drivers in compliance with OMV requirements. The Contractor driver shall be responsible for maintaining their form and a database of completed OMV Form DL-51s and for obtaining updated certification forms from vanpool drivers every three years in compliance with DMV requirements. Upon request of KCAPTA the Contractor driver shall provide KCAPTA with a copy of DMV Form DL-51 for Program participants within two business days.

Answer: KCAPTA accepts this modification

14. Page 14, “&. Vehicle Use”

Why does KCAPTA only allow 5% of the miles driven to be for personal use when the federal definition of a vanpool allows for up to 20%? Is KCAPTA willing to change this to the standard 20%?

Answer: Yes, KCAPTA is willing to change to meet the standard of 20%

15. Page 15, “13. Emergency Assistance and Guaranteed Ride Home”

Does KCAPTA have an existing guaranteed ride home program? If so, please provide the details of the existing program.

Answer: No KCAPTA does not have and Emergency Assistance and Guaranteed Ride Home/

16. Page 15, “14. Accident Reporting,” first bulleted point,

We request the deletion of “the same day” to “within a reasonable amount of time.” Every incident is different, and contractors may not be able to report the incident the same day due to forces out of our control. Is KCAPTA amenable to this change?

Answer: KCAPTA accepts this change

17. Page 16, “16. Termination”

“The Contractor will alert KCAPTA of impending terminations within five business days of receipt of a termination notice from the customer by forwarding a copy of the customer's notice of termination to KCAPTA or by submitting by email the effective date, Vanpool ID, and reason for termination.”

This requirement creates extraneous, undue work on the contractor's behalf. Is KCAPTA agreeable to deleting the requirement entirely or changing to language to a monthly notification of pending terminations?

Answer: KCAPTA accepts this change

18. Page 16, “16. Termination”

We request “10th day of the month” changed to 20th day of the month to coincide with NTD reporting requirements. Is KCAPTA amenable to this change?

Answer: KCAPTA accepts this change

19. Page 18, “18. Monthly Invoices and Associated Reports”, Notices

We request “but no later than forty-eight (48) hours” to be changed to “within a reasonable amount of time.” Due to unforeseen circumstances regarding the incident, notification may need to happen after 48 hours. Is KCAPTA amenable to this change?

Answer: KCAPTA accepts this change

20. Page 18, “19. Annual Reports”, last sentence

We request “five business days” to be changed to “a reasonable time period” due to the unknown circumstances or scope of each NTD request. Is KCAPTA amenable to this change?

Answer: KCAPTA accepts this change

21. Page 18, “20. Insurance”

We request the deletion of “Excess liability” or addition of “Excess liability (as applicable)” as many contractors will cover the insurance requirements in full with current insurance policies and do not need to provide excess liability coverage. Is KCAPTA amenable to this change?

Answer: KCAPTA accepts this change

22. Attachment C, page C-2, Cost Analysis worksheet

Earlier in the RFP document, the stated length of the contract is 1 year with 4 – 1 year options for a total of up to 5 years. The cost analysis is asking for 9 years of cost increase information. Is that a typo and should only be for a total of 5 years?

Answer: The cost analysis should be for a total of 5 years

25. Attachment K, Attachment 4

Does this form need to be completed as part of the response?

Answer: It is not required. This form should be submitted only if the Proposer has DBE utilization or can document Good Faith Efforts.

ITEM 3: CHANGES TO RFP SECTION 2 -D RFP/Agreement Schedule:

<u>Event</u>	<u>Date of Event</u>
RFP Available to the public	February 20, 2020
Pre-Proposal Conference at 10:00 am at 610 W 7 th Street, Hanford CA 93230.....	March 6, 2020
Deadline for questions	March 13, 2020
RFP is due at 1:30 pm at 610 W 7 th Street, Hanford CA 93230.....	April 27, 2020 .. March 27, 2020
<i>Interviews/Presentations with short-listed vendors (if required).....</i>	To be Determined April 7, 2020
Award of Contract	May 27, 2020 .. April 22, 2020
Contract Begins	July 1, 2020

Italicized items and dates are at KCAPTA's option. KCAPTA reserves the right to award contract(s) solely based on proposal content.

ACKNOWLEDGEMNT OF ADDENDUM NO. 2

Sign and submit with Proposal

Firm : _____ Date: _____

By: _____
Signature