



Solicitation Information
June 7, 2019

Addendum #1

RFP #7598804

TITLE: Statewide Pupil Transportation Services

Submission Deadline: July 9, 2019 at 11:00 AM (ET)

Please Note:

The submission deadline has been extended from June 17, 2019 to Tuesday, July 9, 2019 at 11:00 AM (ET).

Vendor questions with State responses are attached. No further questions will be answered.

Gail Walsh

Chief Buyer

The following is a clarification of the scoring requirements:

Scoring Rubric Clarification – Page 13; Both the technical proposal and cost proposal will receive a maximum of 50 points for each category. RFP evaluation criteria will be reviewed and scored as follows:

TECHNICAL PROPOSAL CRITERIA: Weighted @ 50% of total score

- **Staff Qualifications: 5 / 50 points**
- **Capability, Capacity, and Qualifications of the Offeror: 5 / 50 points**
- **Work Plan: 30 / 50 points**
- **Approach Proposed: 10 / 50 points**
- **TOTAL POSSIBLE TECHNICAL SCORE: 50 / 50 points**

COST PROPOSAL CRITERIA: Weighted @ 50% of total score

- **Cost Proposal: 50 / 50 points**
- **TOTAL POSSIBLE COST SCORE: 50 / 50 points**

TOTAL BONUS ISBE POINTS: 6 / 6 points

TOTAL POSSIBLE RFP EVALUATION POINTS: 106 / 106 points = 100% of total score

Vendor A

Pg. 5 – Please confirm, the Contract Compliance Report, as well as the Certificate of Compliance, (if applicable), would NOT be submitted with the proposal, but rather during the contract process?

Response – These documents are executed during the contract process.

Pg. 15 – Required Supplemental Exhibits

6) Required RFP Forms: ----where can we find these required forms?

- **Authorization for Release of Reference Information – See form added to the associated files.**
- **Tax Compliance Certification - Vendor can obtain a Rhode Island Tax Compliance Certificate by contacting the Rhode Island Department of Revenue.**

Telephone: 401-574-8999

Email / Contact: <http://www.dor.ri.gov/contact/>

Web site: <http://www.tax.state.ri.us/>

- **Non-Collusion Statement – See form added to the associated files.**
- **Statement of Understanding – See form added to the associated files.**

Pg. 20 – 5. Cost Proposal – “A separate signed and sealed cost proposal reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.

- Please define “Sealed”, is a separate envelope or other type of sealed package acceptable?

Response: The cost proposal must be separated from the technical proposal. Two separate envelopes are required.

Attachment 4--Pricing Forms: the form asks for separate pricing for each of the potential 5 years of the contract but only one (1) form exists. Should the bidder create separate pricing pages for each of the 5 yrs. as stated at the bottom of page 1 of Attachment 4--Pricing Forms?

Response: Copy and reuse the same pricing template for each of the five years.

Pricing Forms continued: Column E asks for a daily rate for the monitors with a 4-hour minimum for buses and a 6-hour minimum for vans. The form only allows for one price for both. If one is 4 hours and one is 6 there should be two different prices, or should the bidder provide an hourly price?

Response: Vendor can choose to provide a single hourly rate or separate monitor rate for buses versus vans.

Attachment 2—Contract Template & Service Specifications

Pg. 13 e) i) (3)—will all buses and vans require digital video recording devices? If so, how many cameras per vehicle? Where should the camera be installed, front facing rear of bus?

Response: All vehicles transporting special education students require video recording devices. Camera system must provide footage of the driver and the full interior of the bus. External bus footage is encouraged but not required.

Pg. 15 ii) When would the standards of service be defined and submitted to the vendors as addendum to RFP?

Response: Please refer to Attachment 2 in the associated files for details on the standards of service.

Pg. 16 4) a) i) If a TA, nurse, monitor, aide or 1 on 1 was required/routed by RIDE to be picked up and/or dropped off prior to student rider boarding would this be included in the Daily Bus Service Time?

Response: Yes.

Termination

Document Location: Contract, Art 11

A) For Convenience

Document Location: Contract, Art 11

Would District consider adding a provision to Article 11 of the sample contract that would permit either party to terminate for convenience with 60 days' written notice at the end of a school year?

Response: The contract is a multi-year commitment. No such provision will be added.

Suggested Language:

B) For Cause

Document Location: p 3; Contract, Art 11

Either party may terminate for cause after giving the other party notice and 30 days to cure or begin steps to remedy the alleged defect. No issues noted.

Response: Any changes to the contract language would have to be negotiated between the State and the Vendor, including input from legal counsel and the State Purchasing Office.

C) District Funding/Other

Document Location: Contract, Art 11, p 4

RIDE may terminate effective upon notice if funding is terminated, etc. No issues noted.

Response: Any changes to the contract language would have to be negotiated between the State and the Vendor, including input from legal counsel and the State Purchasing Office.

Indemnification

Document Location: Contract, Art 12

Suggested Language:

At the end of the first sentence of Article 12: **“except to the extent that claim or loss arises from or is caused by the negligence or willful misconduct of the State of Rhode Island, RIDE, and their officers, agents or employees, student-upon-student violence; routing; or Contractor’s good faith adherence to RIDE’s policies, procedures, or directives.”**

As currently written, the indemnification provision in Article 12 of the sample contract does not carve out an exception for contractor should damages be caused by District. Would the District consider modifying this provision so that Contractor would be liable for only those damages to the extent that it causes or contributes to them?

Response: Any changes to the contract language would have to be negotiated between the State and the Vendor, including input from legal counsel and the State Purchasing Office.

Force Majeure

Suggested Language:

“In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Contractor's control, RIDE shall excuse Contractor from performance under this Agreement.”

Would District consider including a force majeure provision to the form contract that Contractor would be excused from performance under this Agreement if Contractor was prevented from performing because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Contractor's control?

Response: Any changes to the contract language would have to be negotiated between the State and the Vendor, including input from legal counsel and the State Purchasing Office.

Service Level Adjustments

Document Location: Contract, Service Specs, 1.b.i, pg 9

If the number of vehicles required increases or decreases by more than 20 percent per year, the parties shall renegotiate pricing.

We propose maintaining the current contract which specifies ten percent.

Response: 20 percent is the required percentage in this RFP.

Driver Shortage

Document Location: None

Take exception to the lack of a provision on driver shortages.

Would District consider the addition of the following language: "In the event of a driver shortage, Contractor shall be permitted to pass through the cost of incremental labor and travel and expense costs. A driver shortage shall mean less than 90% of the drivers needed meet the Agency's service requirements"?

Response: There is no such provision in this RFP. Driver retention is the responsibility of the vendor.

Changes in the Law

Document Location: None

Take exception to the lack of a provision on changes in law, specifications and other provisions.

Would District consider adding language to the contract to provide for rate adjustments if/when federal, state, or local laws change or impose additional equipment requirements other than those set forth in the bid specifications?

Response: Contract amendments can be negotiated if there are material changes in federal, state, or local laws.

Operators and Employees

Document Location: Form Contract, Service Specifications #2(c)(4), p 12

RIDE can request the removal of any employee if it is deemed to be in the best interest of the RIDE. To help protect us against potential claims of unlawful employment discrimination, please add the following to your proposal:

Would the district consider the following: District shall have the right to request Contractor to remove from service to District any employee who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District; provided that District shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations. To the extent permitted by law, District shall indemnify, defend, and hold Contractor harmless from and against all claims, expenses, removal of that employee based on the District's request.

Response: RIDE maintains the right to remove a member of the driving team from Statewide Transportation routes. RIDE does not dictate continued employment with the vendor.

Removal of Contractor Employees

Would District consider adding to number 2(c)(4) of the service specifications of the form contract language that any request to remove one of contractor's employees must be in writing, state the reasons, and that the request must not violate applicable local, state or federal laws, rules or regulations?

Response: Every removal occurs in writing, provides a reason, and does not violate any laws.

Other

Document Location: Contract, Art 10; Service Specifications to Contract, p 15

Withholding Payments

The form contract states that RIDE may withhold payments if contractor fails to perform or deliver required work, services, or reports.

Suggested Language:

The Service Specifications to the Contract provides that contractor will meet certain minimally acceptable service levels and standards of performance that are not specified and are to be submitted as addendum. RIDA may defer up to ten percent of the most recent unpaid monthly invoice. Contractor will have two months to correct or lose the deferred amount.

Response: The contract language will remain as it currently appears.

Unusual Circumstances

Would the District consider adding language the sample contract that, In the event of unusual circumstances such as changes in state or federal taxes, laws or specifications, increased insurance or surety premiums or any other condition which causes any of District's operating costs hereunder to increase at a rate in excess of any negotiated escalation, the parties shall determine a reasonable and just amount to cover such increase?

Response: Contract amendments can be negotiated if there are material changes in federal, state, or local laws.

Vendor B

I am owner of a small school bus provider based in _____, Rhode Island. I am interested in bidding private catholic school routes. Will I be allowed to bid specific routes which provide service to private catholic schools? If so how do I indicate that on attachment 4/pricing forms?

Response: No, as stated in section 3 on pages 8-11 of the RFP, potential vendors must bid on zones, not individual routes. (See Attachment 1, Page 1 for details)

Vendor C

Please provide printouts of detailed route sheets for all 4 zones... we are particularly interested in stop times and route mileages.

Response: Service Volume Estimates can be found on page 10 of the RFP. In addition, refer to the tabs in Attachment 1 in the associated files for more detailed route information.

Please provide copies of the current contracts with all the Statewide contractors, including copies of the pricing pages from the original RFP submittals from the prior procurement.

Response: See attached contract amendments in associated files for current Statewide vendors, including pricing pages. Original RFP documents should be requested from the State Purchasing Office via a formal APRA request.

Section 2 (d) on pages 12-13 of the Contract Agreement sets forth vehicle requirements, but does not mention A/C. Is A/C not needed for any vehicles under this contract?

Response: Any vehicle that transports students with an IEP requires air conditioning.