QUESTIONS AND ANSWERS
(Posted 09/25/2019)

Student Transportation Services
RFP No. STS-2019

Questions and Answers regarding RFP No. STS-2019

 o **Q1:** I went over the RFP Document and looks like this is for school bus routes and not school field trip and sport trips, correct?
   ▪ **A:** Correct, this RFP is mostly for home-to-school transportation via school buses, and also for the use of these buses for field trips in between home-to-school routes and after hours. Under Scope of Work #3, we’re requesting commercial 10 passenger vans or light duty vehicles, mostly to provide home-to-school transportation.

 o **Q2:** We are a motor coach company and do not own any school buses. Would you still like for us to bid?
   ▪ **A:** While motor coaches are not permissible, you are more than welcome to submit a proposal if you are interested in purchasing the correct vehicle types. The RFP contains three separate scopes of work, and vendors may bid on any or all of them. School buses are requested under Scopes of Work #1 and #2, while commercial 10 passenger vans or light duty vehicles are requested under Scope of Work #3.

 o **Q3:** Did you need SPAB license for this project? If your school need this license for transportation, we can not provide the service.
   ▪ **A:** All drivers must possess the necessary valid Driver’s license for the class of vehicle operated. For Scopes of Work #1 and #2, SPAB licenses are required. For Scope of Work #3 (Commercial 10 Passenger Vans or Light Duty Vehicles), SPAB licenses are not required.

 o **Q4:** I noticed you issued a new RFP for Pupil Transportation services. It seems your RFP is solely for school bus operations, but have you considered allowing bidders to submit pricing using an Alternative Transportation? Secure Transportation provides Alternative Transportation Solutions for districts caring for students with special needs. Now we don’t operate the large school buses, rather, we partner with districts who have that 1 student, perhaps he/she is a Mckinny Vento student, who lives outside county lines and needs a smaller, inexpensive sedan or wheelchair van to care for their child. We partner with a vetted, subcontracted affiliate network of drivers who have CPR/First aid certifications, are FBI background checked, finger printed and have gone through the National Sex Offender Registry Investigation. All drivers have received extensive passenger sensitivity training and operate GPS controlled vehicles.

   The reason our current districts partner with us is because they can transport 1 or 2 students who live in remote locations without having to roll a 5-hour dedicated school bus, which can cost a lot of money. We work with districts by using a simple, fee-for-service purchase order. No arduous contract, no long-term commitment. If the student no longer needs transportation, we don’t bill. In short, we are a wonderful tool to have in your tool box to give you the flexibility and bandwidth to manage sudden student increases or unexpected labor shortages.

   Would the RFP committee consider altering the requirement to allow an Alternative Transportation provider to bid on the RFP?
- **A:** The RFP contains three separate scopes of work, and vendors may bid on any or all of them. School buses are requested under Scopes of Work #1 and #2, while commercial 10 passenger vans or light duty vehicles are requested under Scope of Work #3. Alternative Transportation providers are encouraged to bid on Scope of Work #3.

- **Q5.** Under Section 3.2.5 Tab 3 regarding Vehicles and 5.3.9 Location of Vehicles, RFP No. STS-2019 requests information about the vendor’s maintenance of a bus yard and Terminal Inspection Certificate. Are vendors who only bid under Scope 3 and operate a contracted fleet of light duty vehicles also subject to this requirement?
  - **A:** No, vendors who only bid under Scope 3 are not subject to the requirements outlined on page 29 in Sections 5.3.9 B and C.

- **Q6.** Under Section 3.2.6 Tab 4 regarding Personnel, are vendors bidding under Scope 3 with contracted drivers also required to submit Hire Date and School Bus permits for proposed drivers?
  - **A:** No, vendors do not need to submit school bus permits under Scope 3, since drivers will not be operating school buses. If drivers are contracted, rather than directly employed by the vendor, please submit the date, or the approximate date on which each driver began contracting with your firm.

- **Q7.** Under Section 5.3.9 regarding the Location of Vehicles, are vendors who are only bidding under Scope 3 with contracted drivers and vehicles also required to maintain all necessary vehicles and equipment at a location in San Francisco, or in the immediate vicinity of San Francisco?
  - **A:** Yes, all vendors are required to maintain all necessary vehicles and equipment at a location in San Francisco, or in the immediate vicinity of San Francisco.

- **Q8.** Under section 5.4.2.2 regarding the Location of Key-Staff, does Redwood Shores satisfy the requirement of being in the immediate vicinity of San Francisco?
  - **A:** Yes, Redwood Shores satisfies the requirement of being in the immediate vicinity of San Francisco.

- **Q9.** Under Section 5.4.3 regarding the Prevailing Wages, does the employment relationship between the bidder (operator) and its drivers impact the requirement of prevailing wages? Specifically, are vendors bidding under Scope 3 with contracted drivers also subject to prevailing wage rates?
  - **A:** Drivers will not be operating school buses under Scope 3 and therefore the prevailing wage rates for school bus drivers do not apply. However, vendors are encouraged to offer competitive wages for all drivers, including those operating light duty vehicles under Scope 3.

- **Q10.** Under Section 5.3.3 regarding Technological Requirements, do all the required technologies also apply to Scope 3 bidders? For instance, do mounted Android Tablets, Samsara GPS devices, and hands-free Motorola digital two-way communication radios also apply to Scope 3 bidders that operate vans and/or light duty vehicles?
  - **A:** Yes

- **Q11.** Our firm plans to provide its 2017 and 2018 (ending 12/31/2018) reviewed financials. Will that be sufficient per the request for "a. Latest Financial Statement and the previous two (2) years, either reviewed or audited per Generally Accepted Accounting Principles."
  - **A:** Yes

- **Q12.** Section 1.0 Overview, page 6 - Will pricing be read aloud on October 21 at 2:00 PM?
  - **A:** Pricing will **not** be read aloud during the Bid Opening, scheduled for October 21, 2019. “The complete Fee Schedule should be submitted in a SEPARATE, CLEARLY MARKED SEALED ENVELOPE” As directed on page 6 of the RFP document and will be evaluated during the Best Value Selection Process.
Q13. Can we be provided with the current First Student contract or any and all contracts or agreements pertaining to student transportation services (whether standard, athletic, special education or special events) currently in effect, including all exhibits, attachments, appendices, addendums, amendments or modifications thereto.
   ▪ A: Yes a link to the contracts and amendments will be provided and posted on September 25, 2019.
   ▪ First Student
      • Original Contract
      • First Amendment
      • Second Amendment
      • Third Amendment
      • Fourth Amendment
      • Fifth Amendment
      • Sixth Amendment
   ▪ MV Transportation
      • Current Contract
   ▪ Master Agreement for school pupil activity bus transportation services
      • Sample Agreement

Q14. Can we be provided with copies of all school transportation services detailed invoices from September 2018 through August 2019 school year from your current transportation provider?
   ▪ A: Here is a [link](#) to a folder that contains 2018-19 First Student detailed invoices

Q15. Section 5.4 C page 30 - Are the current driver’s members of a bargaining unit, if yes can we be provided with a copy of the current collective bargaining agreement?
   ▪ A: Yes, current bus drivers are represented by SMART Local 1741. Link will be posted on September 25, 2019. [Here’s a link](#) to the current collective bargaining agreement.

Q16. Will alternate proposals be accepted that deviate from original proposal specifications?
   ▪ A: No

Q17. Section 3.2.3 Tab 1, E page 11 – Can this question be specific to a geographical area? We have over 400 customers in over 30 states; it would be a challenge to list all penalties or liquidated damages for all of our customers over the past five years.
   ▪ A: Yes, vendors may limit Section 3.2.3 E to the State of California.

Q18. Section 3.2.6 Tab 4 A-C page 12 and section 5.4.2 D d page 33 - Will the district accept job descriptions for all proposed positions in lieu of a resume for all proposed positions as listed on our proposed organizational chart? We promote from within and would not post open positions until after the contract award and as per section 5.4.4 we are required to first offer employees from the current contractor employment and we have not been provided a list of their names or a current organizational chart.
   ▪ A: The intent of this requirement is to assess the quality of the candidates who would fill key management roles. Please provide resumes for key managerial and supervisory staff who would be performing services for the District to the extent that this is possible. If managerial and supervisory roles would not be filled until after the contract award, detailed job descriptions may be accepted in lieu of resumes.

Q19. Section 3.2.6 Tab 4 B page 13 – Will the district accept a detailed plan for driver staffing instead of providing a list of proposed driver names. We would not hire or recruit drivers until after the contract award? Also as per section 5.4.4 we are required to first offer employees from the current contractor employment and we have not been provided a list of their names.
   ▪ A: Yes, the District will accept a detailed plan for driver staffing instead of a list of proposed drivers. Please only provide a list of proposed drivers if you’re proposing to use any drivers who are already employed by your firm.
Q20. Section 5.3.2.1 A page 24 – Can you further clarify the requirement of 6 ambulatory seats? Does 6 ambulatory seats mean seating for 6 students or 6 ambulatory seats for seating a possible 18 students?
   - A: All wheelchair accessible buses must contain seating for at least 6 ambulatory students. They do not need 6 ambulatory seats for a possible 18 students.

Q21. Can we be provided with a list of current school buses being utilized to include manufacturer, model, bus model year, fuel type, seating capacity and number of wheelchair positions?
   - A:
     - 78-Passenger van type: Transits Type D, Number of Vehicles: 35 Manufacturer: Thomas, Model: HDX Saf T Liner Model year: 2016, Fuel type: Diesel, Seating Capacity: 78

Q22. Section 5.5.4.7 page 38 - Can you advise the approximate number of car seats and harnesses needed currently being utilized?
   - A: There are approximately 30 car seats and 200 harnesses currently being utilized.

Q23. Section 5.3.2.2 page 24 – Do these buses required pass through luggage compartments?
   - A: No, these buses do not require pass through luggage compartments.

Q24. Can you confirm that air conditioning is not a requirement in these buses?
   - A: Correct, air conditioning is not a requirement on these buses.

Q25. Section 5.3.3.3 page 26 – Student Ridership Device - Who will be responsible for the cost and issuance of the RFID cards? (Radio Frequency Identification Card)
   - A: SFUSD will be responsible for the cost and issuance of RFID cards to students, while the Contractor will be responsible for the purchase and installation and maintenance of any hardware or software.

Q26. Section 5.3.3.5 D page 26 – Real time access will require cellular service. Are we to include proposed cellular costs in our base price per day, per vehicle on the fee schedule?
   - A: Yes, Contractors should factor in cellular costs into their fee schedules.

Q27. A – Requirement for a minimum of 5 i/o’s (stop arm, door, etc) can you further explain this requirement?
   - A: The diagnostic ports are needed in the vehicle itself. Please contact Edulog for further questions regarding the telematics requirements.

Q28. Section 5.5.3 page 35 - Can we be provided with detailed routing data from and returning to the current contractor facility for all three (3) scopes of work, to include start and end times for all am/pm routes, mid-day and/or shuttles with total mileage?
   - A: Not at this time. The District expects to have new routing software that can answer these questions by the fall of 2020.

Q29. Section 5.5.3.2 page 35 - Can we also be provided with 2019 summer school routing detail? How many total days does the summer program run?
   - A: Not at this time. The District expects to have new routing software that can answer these questions by the fall of 2020.

Q30. Do any routes require a monitor, if yes can you identify which routes?
A: The District does not currently employ bus monitors, however, some routes have nurses and paraprofessionals riding and assisting students. The District may assign any SFUSD staff member to a route.

Q31. Can we be provided with a list of the extracurricular trips for the 2018/19 school year to include pick up drop off location, total billable hours and total mileage per trip?
   A: Not at this time. The District expects to have new routing software that can answer these questions by the fall of 2020.

Q32. Attachment H: #6 Contract Pricing page 45 C- Can you confirm that the contractor will not be permitted to request a rate increase in year 2 2021 and year 3 2022 of the initial 3 year term? Would the district consider allowing the contractor to specify a fixed annual percent rate increase for these years on the fee schedule?
   A: Correct, the contractor shall not be permitted to request a rate increase in years 2 or 3 of the initial 3 year term. The District would not consider allowing the contractor to specify a fixed annual percent increase for these years on the fee schedule.

Q33. Attachment H: #12 Failure to Provide Service – Can we be advised the total dollar amount of liquidated damages charged to First Student for the 2018/19 school year?
   A: The District declines to answer this question as it seeks information that is neither relevant to the current solicitation or reasonably necessary for the preparation of a responsive proposal.

Q34. Attachment H: #6 Contract Pricing, page 45 – Will the district provide any fuel escalation pricing protection? If yes, please explain?
   A: The District is unable to provide a price protection. Prices set forth in the Fee Schedule shall be firm through June 30, 2023.

Q35. Attachment G: Fee Schedule, scope of work # 1 – Can you further explain why the district is requesting alternate wheelchair accessible pricing for wheelchair buses?
   A: While the District only requires 26 wheelchair accessible buses on a daily basis (with 3 spares), we are interested in exploring what it would cost to operate a 100% wheelchair accessible fleet. The alternate pricing does not apply to buses that are already required to be wheelchair accessible. Scope of work #1 will be evaluated on the combined total daily price (indicated in box 6) to provide 26 wheelchair accessible buses and 157 non-wheelchair accessible buses, and the alternate pricing will only apply to the 157 buses that are not required to be wheelchair accessible.

Q36. Section 5.2.2 B, page 22 – States such transportation services shall be furnished by transit style school buses. Our question is would the district consider the use of conventional style school buses?
   A: No, the District prefers to use transit style buses over conventional.

Q37. RFP 5.4.1.1.E. (p.30); Appendix A. 4.1.1.E. (p.69) “Drivers will be subject to drug and alcohol testing in accordance with Board of Education policy and federal law.” Will you please provide a copy of the Board of Education’s Drug and Alcohol Policy?
   A: Link to the Board of Education Policies Drug and Alcohol Free Schools will be posted on September 25, 2019 http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AVH4Q50C9D35

Q38. RFP 5.4.1.1. GENERAL REQUIREMENTS “Drivers must follow the procedures contained in the District’s Transportation Safety Plan.” Will you provide a copy of the District Transportation Safety Plan?
   A: Yes, here is a link to the SFUSD Transportation Safety Plan.

Q39. RFP Contract, 12. Under the current contract there’s a $300 daily max on liquidations, and we currently experience about $250k per year. The proposed liquidations are greatly expanded compared to the current contract and do not have any daily caps. Based on this, we could see annual liquidations reaching $750k to $1M or more. Would the district consider implementing a daily cap on liquidations or be open to discussion on liquidation language?
A: The District is unable to implement a daily cap. The reduction of services is aligned to best practices of other school districts. The safe and timely transportation of SFUSD students to schools and to their homes are considered essential to the District.

Q40. Contract 9, (p.46) “District can request a change to the Contract and Contractor must comply”. How will pricing will be determined if the Contract is changed pursuant to this provision?

A: As is the case in our current contract, the District reserves the right to order changes or modifications to the scope and amount of services requested at the Contractor’s fixed rate.

Q41. Contract 2. (p.44); Contract 6.d. (p.45) This language states that the Contract can be extended for two additional one-year terms upon mutual written agreement. Contract 2. (p.44). However, the language in Contract 6.d. (p.45) which provides that “in the event District exercises its option to extend the Contract...” It is unclear whether District can unilaterally extend the contract despite the language of Contract 2 which requires mutual consent. Can you please clarify: If both parties need to consent to an extension, as provided in the current contract, or can the District unilaterally extend without Contractor’s consent?

A: The District may not unilaterally extend the contract. Any extension must be mutually agreed upon by the District and Contractor.

Q42. Contract Sec. 6.e (p. 45) This language indicates that Contractor may request an adjustment of its costs during the initial three-year term, as well as during any options years, as a result of increased labor costs due to a labor negotiated master agreement, so long as such increase does not exceed 3% over the pricing in the Fee Schedule. Please confirm whether or not the District has discretion to grant or deny the request. If the District may deny the request, what would be permissible grounds for such denial?

A: The District may deny the request if the Contractor does not provide documentation sufficient to support the requested increase. Sufficient documentation should, at a minimum, include copies of the previous and new labor agreements, and a budgetary impact analysis showing that the projected increases in labor costs are directly proportionate to the requested rate increase.

Q43. 5.3.3.5 On Board Cameras A. All vehicles, including those used as spares, shall be equipped with District approved digital video recording systems. B. The video recording devices must meet the following minimum requirements: a. Vehicles must have 4G network connectivity, a minimum of 5 i/o’s (stop arm, door, etc.), two serial, one (1-wire), USB, diagnostics connection (OBD-II and CAN). Question – Is there a program you are planning on running off of the OBD-11 and CAN connection or you are just looking for the connection/ability at this point?

A: The District is planning on using Edulog software for bus tracking, GPS and student tracking. Cameras must be able to connect with this hardware/software.

Q44. All cameras should have High Definition (1080p) recording quality including audio recording. c. Wireless downloading: Devices should have the ability to automatically download camera recordings to District servers from all vehicles in the fleet. Question – Spec indicates that it must have the ability to download. Does this mean the DVR must be capable of downloading (wireless bridge ready) or must perform the action?

A: At a minimum cameras must be wireless bridge ready, but ideally we would like the action to be performed automatically once the bus is back in the lot and be able to monitor the video remotely in real time.

Q45. Real-Time Access: District designated staff should be able to access cameras in real-time when students are being transported.e. Interior view: There should be at least two (2) 360-degree cameras inside the vehicle, one in the front and one in the back of the bus. Question – Are you requesting 360-degree coverage for the interior or cameras with 360 views?

A: We would require cameras with 360 view for the interior.

Q46. A 360-degree camera mounted at the front or rear of the bus has a view of the bus wall (for 180 degrees)? f. Exterior view: It should be a 360-degree surround-view camera system, either a 360-degree view...
around the bus or a 180-degree view (front and rear), providing full visibility of the danger zones surrounding a bus and of students who may be within range of the bus but who are not immediately visible under normal circumstances, as well as cars that may be trying to pass a stopped school bus. g. Remote health check: Devices should enable managers to remotely monitor the health of the surveillance systems via software applications. Question: Are you looking for remote monitoring or real time monitoring or both for the system health check?
   • **A**: We are looking for both remote and real time monitoring.

(Questions from 9/18/2019)

- **Q47**: We read the RFP to understand the contractor will be required to work with SFUSD’s existing Edulog software. Is SFUSD interested in proposals that recommend new software that can provide integrated vehicle tracking, student tracking, and route optimization based on real-time information?
  - **A**: No, SFUSD is not interested in proposals that recommend new software.

- **Q48**: Erik Elkingston ALC: Could we submit further questions by end of day today to Damien?
  - **A**: Yes, we will accept further questions by end of day today 5pm.

- **Q49**: Paul Stein SMART Local 1741: Contradictory language about school bus certificate requirements for SoW3.
  - **A**: Thank you, please send your additional questions to the District by end of day today 5pm.

- **Q50**: From drivers point of view - will tablet show what the cameras show? E.g. inside of the bus, or danger zones? Is that the intention, that the driver be able to monitor via the cameras?
  - **A**: Thank you, please send your additional questions to the District by end of day today 5pm.

- **Q51**: There is an apparent conflict regarding the licensing qualifications for drivers operating a “10 Passenger Van”. 5.3.2.3-F.a seems to require a school bus certificate, but 5.4.1.4 B does not. Will the drivers of “10 Passenger Vans” be required to hold a valid school bus drivers certificate? 5.3.2.3-F.a. seems to require a school bus certificate, but 5.4.1.4 B does not. Will the drivers of “10 Passenger Vans” be required to hold a valid school bus drivers certificate? 5.3.2.3 Scope of Work #3: Commercial 10-Passenger (including Driver) Vans or Light Duty Vehicles F. A passenger vehicle designed for and when actually carrying not more than 10 persons, including the driver (“10 Passenger Van”), is not considered a School Bus under California law. However, 10-passenger vans and their operators are still subject to specific vehicle safety and driver licensing requirements as follows a. 10-passenger van Drivers are required to have a valid commercial California driver’s license with a passenger vehicle endorsement and a school bus driver certificate. 5.4.1.4 Licenses B. At a minimum, all drivers must possess both of the following documents issued by the state Department of Motor Vehicles: (1) a valid Driver’s license for the appropriate class of vehicle to be driven; and (2) a certificate which permits the Driver to operate either school buses, student activity buses or commercial passenger vehicles, as applicable.
  - **A**: A school bus certificate is not required for Scope of Work #3.
  - **A**: A passenger vehicle endorsement is not required for Scope of Work #3.

- **Q52**: Will the tablets required in section 5.3.3.2 be able to show the driver the images from the cameras required in section 5.3.3.5. Specifically, is it the intention of the District that drivers be able to see images behind the bus (for backing) and inside the bus where the driver is unable to see students because of the high seat backs.
  - **A**: No, the intent of the tablets is to share information with drivers, including any updates to routes and schedules, and to track daily ridership of students.

- **Q53**: 5.3.2.1 Scope of Work #1: 20 Passenger School Buses and Wheelchair Accessible School Buses Section F. requires air conditioning on these buses, and not on the larger transit buses. Is that still the case?
  - **A**: Correct, transit buses do not require air conditioning.
Q54: Pg. 43 – 6.0 Appendices - Do Attachments A-G count towards the 100 page proposal limit?
   • A: No they do not.

Q55: Pg. 44 – Attachment H. Does attachment H count towards 100 page limit?
   • A: No it does not.

Q56: General - In light of AB5 ruling being signed into law today (9/18/19), will District allow Transportation Network Companies (TNCs/rideshare companies) who currently work directly with Independent Contractors to bid/service this contract?
   • A: As AB5 does not become effective January 1, 2020, the District has not had an opportunity to fully analyze the impact of this situation.

Q57: For all Scopes included in the RFP: Is it the District’s expectation/requirement that the awarded vendor provide same driver, every-day (with the exception of sickness, vacation, and exceptions within reason, etc.)?
   • A: Correct the intent is driver consistency to the greatest extent possible for our students. As such, the Contractor shall not assign more than two different regularly scheduled drivers to any route over the course of the regular school year, except where changes are due to driver retirements, resignations, or District requests.

Q58: Given that the district is open to alternative and creative solutions, will you also accept/consider—creative/alternative pricing methodologies?
   • A: For the purposes of the RFP, we require all pricing to be presented using the District’s Fee Schedule form (Appendix 6.14 Attachment G).

Q59. Assessment of Liquidated Damages (page 46): Is it the district’s intention to apply multiple liquidated damages to one situation? For example, a substitute bus was used without having the correct signage, bus was more than 10 minutes late, GPS stops working and was driven by a substitute driver because there was no regularly scheduled driver on the route – based on the table provided, that would translate into $150 + $200 + $900 + $150 = $1,400 to be assessed. Is that correct? Then if the route continued with a substitute driver, would the $150 would be re-occurring every day, etc.?
   • A: Yes, it is the District’s intention to apply multiple liquidated damages if there are multiple service failures in any one situation. Damages will not be assessed if the Contractor provides verifiable information that demonstrates that the failure to provide service was beyond the Contractor’s control, (e.g., student behavior or safety, unpredictable weather or traffic patterns, vehicle breakdowns) as determined on a case-by-case basis by District Transportation staff.

Q60. In section 12 B – ‘damages in an amount reasonably calculated to fairly compensate the district in proportion to the actual or anticipated harm and not as a penalty’ How does the district calculate that and what means, if any, are available to the contractor to dispute?
   • A: The District has calculated the rates in the liquidated damages table to fairly and reasonably compensate it in proportion to the actual or anticipated harm.

Liquidated damages are routinely negotiated by parties to a contract in instances where the harm experienced by a disruption in the services contracted for is either uncertain or difficult to quantify.

So long as the amount is reasonable, it is viewed as an adequate remedy for the non-breaching party. The District reviewed the schedule of liquidated damages imposed by other comparable school districts and believes the amounts listed in the contract are reasonable given the intricacy and individual nature of the transportation services provided.
Q61. Is there any waiving of damages during the first month of school? Delays can often be caused by routing issues which are worked through the first few weeks of school.
   - A: No, please see RFP section 5.5.3.1 Start of the School Year. Damages will not be assessed if the Contractor provides verifiable information that demonstrates that the failure to provide service was beyond the Contractor's control, (e.g., student behavior or safety, unpredictable weather or traffic patterns, vehicle breakdowns) as determined on a case-by-case basis by District Transportation staff.

Q62. In section 13 – Termination – section a – 'in the event of contractor default' - can you please provide your definition of default? Can you please provide examples?
   - A: After an opportunity to cure, the continued failure to provide the transportation services contracted for under the Agreement.