

CITY OF ROCHESTER, MINNESOTA  
Department of Public Works—Transit and Parking Division  
201 4<sup>th</sup> Street SE | Rochester, Minnesota 55904  
[www.rpride.com](http://www.rpride.com) | tel: 507.328.2400 | fax: 507.328.2451

## REQUEST FOR PROPOSALS

# Rochester Public Transit and Paratransit Service Operations & Maintenance

## ADDENDUM No. 2

Date Issued: July 27, 2016

**RESPONSES TO PRE-PROPOSAL INQUIRIES:** The following inquiries were received by the Moderator prior to the deadline set by the RFP. They have been grouped together by topic regardless of how or by whom they were submitted, and references to duplicate questions have been included where appropriate. Responses appear in bold faced type.

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## GENERAL

1. Please describe three or more key service objectives for this new contract, including any service delivery issues the proposers may be able to address.

**Service Objective 1: Streamline the service management through combination of all public transit services under one operations contract thereby effecting greater efficiency of operation.**

**Service Objective 2: Provide for a long term operational entity that can offer a cohesive, collaborative, and effective service that builds on an understanding of regional and community needs and supports the goals of the City in growing, updating, and improving transit service.**

2. How many years has the existing contractors held these contracts including extensions?

**As of December 31, 2016: For Fixed Route, the existing contractor will have held the contract for 54 months. For Paratransit, the existing contractor will have held the contract for 6 years.**

3. Please provide a copy of the current contract and any addendums between the City and R & S Transportation and First Transit.

**See attached Exhibits 3-1 and 3-2.**

4. Please confirm that there is a 2.10% Disadvantaged Business Enterprise (DBE) goal established for this contract and if a good faith effort is required.

**Confirmed. See RFP Section 7.5.6.7 and PART 9 (DBE Participation Affidavit).**

5. Please provide the current DBE participation percentage for the Fixed Route and Paratransit services.

**The DBE participation provided by the current contractors is 0%.**

6. Section 2.5.5.10 describes the requirement to submit DBE Participation Reports. Attachment C includes a DBE goal of 2.10% for this project. Please confirm that the Contractor is only required to make best efforts to reach this goal.

**Confirmed.**

7. Further to Section 2.5.5.10, maintenance parts, equipment, supplies, and services typically comprise the majority of business we conduct with DBE firms. Since the vast majority of maintenance is handled by the City and pursuant to Section 2.3.8 "...the City shall provide all parts which shall be ordered through the City's purchasing process",

what do you envision as the different opportunities for Contractor DBE utilization? Can a list of the DBEs the current Contractor is utilizing be provided?

**Each Proposer is to utilize and develop its own plans, procedures, and structure based on the information provided in the RFP and Addenda as well as its own transit experience. The City will not provide this information.**

8. In preparing a contract DBE goal, are proposers required by the City to follow the procedures set forth at 49 C.R.R. S 26.45?

**The DBE goal for the Contract has been set at 2.10%.**

9. With regard to section 7.5.6.7 of the RFP the City needs to advise of how it will implement the federally mandated DBE goal-setting process. In the "Official Questions and answers (Q&As) Disadvantaged Business Enterprise Program (49 CFR 26)," the general counsel of the U.S. Department of Transportation opined that "in a case where it is appropriate for there to be a contract goal on a subrecipient's contract the primary recipient may establish the goal for the subrecipient. Alternatively, the subrecipient may set the contract goal in consultation with the primary recipient." Section 7.5.6.7 of the RFP notes that "[t]he Contract resulting from this RFP is subject to the requirements of 49 C.F.R. § 26 [sic]," and requires that "Contractor must provide with its RFP response a statement as to its established targets for DBE participation on this Contract." This section implies that the City of Rochester, as recipient has chosen not to establish the contract goal for the selected Contractor [i.e., the subrecipient), but to use the alternative procedure of having the selected Contractor set the contract goal. However, under this alternative procedure, the contract goal should be established "in consultation with the primary recipient." Therefore, a proposer cannot complete the DBE Participant Affidavit form which requires the insertion of a specific contract goal for the proposer-requires a DBE goal-setting consultation with the City of Rochester. Will the City agree to meet with each proposer, in advance of the submission deadline, for the purpose of consultation in setting a subrecipient contract goal?

**No. The DBE goal for the Contract has been set at 2.10%.**

10. Please clarify if the fixed route or paratransit service is subject to 13(C) of the Federal Transit Act.

**The provisions of 49 U.S.C. § 5333(b) (a.k.a. Federal Transit Act § 13(c)) apply to both Fixed Route and Paratransit service.**

11. *Section 1.11.4.* "...The January 3, 2011 Unified Protective Agreement (UPA) provides to transportation related employees in the service area of the project protections satisfying the requirements of the Federal transit law, 49 CFR U.S.C., Section 5333(b) The employees of the service area of City of Rochester, represented by the Amalgamated Transit Union (ATU) Local 1005, shall be considered third party beneficiaries in

accordance with condition (3) below. The City of Rochester by executing the Department of Transportation's (DOT) contract of assistance accepts the terms and conditions of the UPA.

3. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of the transit employees in the service area of this project. These employees are intended third-party beneficiaries to the employee protective arrangements referenced by the grant contract between the U.S. Department of Transportation and the City of Rochester and the parties to the contract so signify by execution that contract. Such transit employees are also third-party beneficiaries to the protective arrangements incorporated in any subsequent contract(s) of assistance between the Grantee and the Recipient(s). Employees not represented by any labor organization, or so if represented through their representative on their behalf, may assert claims with respect to the protective arrangement under this provision. This clause creates no independent cause of action against the United States Government;

**The inquiry does not appear to seek any information or clarification of the RFP. See RFP Attachment C, Required FTA Clauses and Certifications (including 49 U.S.C. § 5333(b)).**

12. What are the current marketing strategies for the fixed route systems?

**RPT has used the following means of marketing depending on the desired audience: the RPT Website, paid media for brand recognition and information, flyers on buses and community outreach meetings and presentations. During the course of this Contract, RPT expects to develop a formal marketing and outreach plan. A new position related to this function ("Marketing and Community Outreach Coordinator") should be filled by late summer 2016.**

13. Please provide a detailed description of the marketing role of the contractor. Is the goal to secure advertising, retention of customers? *Performance Requirements, Marketing Public Relations, Advertising 2.1.8 p 19.*

**The contractor has assisted and participated in: review and distribution of materials, community outreach events and new employee orientation meetings, distribution of schedules, organizing and supplying ticket vendor partners.**

14. In 2015, how many man-hours were spent assisting the city with marketing support and assistance?

**No data available.**

15. With respect to section 2.2.5, contractor reimbursement from the City for drivers working demonstration or marketing events is to be at the revenue hour rate, but drivers performing such additional work will most likely be paid time-and one-half. Will the City reimburse for such expenses at cost?

**No.**

16. Upon the contractor being selected, whom will the contractor report to?

**The Transit and Parking division of the Department of Public Works.**

17. Section 1.0 of the RFP defines the term “contractor” as “[a]ny person or entity having a Contract with the City or a Using Agency thereof.” Under this definition, the only contractors defined in the RFP are First Transit and R&S Transportation. Yet many provisions that would seem to apply to all proposers under this RFP are, apparently, limited to just the two Contractors. For example, section 1.1 states that “Contractors shall provide a clear, concise explanation of the Contractor's capability to satisfy the requirements of this RFP.” Would the City please clarify in which instances the term “Contractors” is intended to apply only to First Transit and R&S Transportation, and in which instances the term is intended to apply to all proposers? Suggests that the term “Proposer” be added to the list of defined terms, as being a person who submits a proposal, and to substitute the term “Proposer” in place of “Contractor” where appropriate.

**The term “Contractor” was used because the RFP document will serve as the basis for the Agreement between the City and the selected Contractor, and the definition in Part 1.0 reflects that expectation. For purposes of the RFP evaluation and selection process, the term “Contractor” is not intended to apply only to First Transit and R&S Transport, Inc. Rather, the term applies to all entities submitting a response to the RFP unless, otherwise specified.**

18. What is the purpose of combining the fixed route and paratransit service contracts into a single contract?

**The City seeks to achieve greater efficiency.**

19. With respect to section 2.3.17 and 3.4.17, is the phrase "transition between contractors" intended to mean a transition between successive operators of the transit service?

**Yes.**

20. Sections 1.10.3 and 1.10.6 reserve to the City the right to request (additional) proposal information from any proposer, and to rely upon such information to execute a contract, without obligating itself to request the same information from all other proposers. Are there any limitations on this reservation of rights by the City?

**The provision is intended to allow the City the flexibility to address with any individual Contractor regarding its proposal any clerical, formatting, or other minor discrepancies not affecting the evaluation process during the submission and**

**evaluation period, and to allow the City and the selected Contractor to negotiate the Contract between them once the evaluation process is complete and the Contract is awarded. To the extent the City makes any request for clarification and/or additional information that would or could affect the evaluation process, all Contractors will be informed of the same and offered an opportunity to submit clarification and/or additional information.**

21. Section 1.10.8 provides that the City shall keep confidential from a proposer any recordings. Does this include recordings made where the proposer requesting access to, or copies of recordings that were made when the proposer was present?

**The City will comply with the provisions of Minn. Stat. § 13.591 throughout this RFP process.**

22. Are the provisions of section 1.11.4 intended to be consistent with the provisions of federal law with regard to the rights of transit employees?

**Yes.**

23. Section 1.14 of the RFP refers to “FTA Circular 4220.1F dated March 13, 2013.” FTA Circular 4220.1F is actually dated March 18, 2013. Does the City intend to refer to FTA Circular 4220.1F dated March 18, 2013 in section 1.14?

**Yes. See Addendum No. 1, Item No. 1.**

24. Please clarify what is meant in section 1.14 of the RFP by the term “all FTA mandated terms,” with respect to FTA Circular 4220.1F. The circular itself states that the “guidance itself does not have the force and effect of Federal law or regulation,” and that it is only applicable federal laws and regulations that are mandatory, not the guidance. FTAC4220.1F (Mar. 18, 2013), ch. 11, Paragraph 1. To what extent does the City consider the terms of the circular to be mandatory?

**The City considers the provisions of the FTA circular mandatory to the same extent that the FTA does.**

25. Section 2.3.3 and 3.4.3 impose a duty for the Contractor to adhere to what is “required” under FTA Circulars 9030.1C and 5010.1D. Such guidance however, does not impose binding “requirements” (samiliar to the point made under question 10, above). Please clarify the City's intent in these provisions.

**Nothing in the RFP, or its Attachments, Clarifications, or Addenda is intended to conflict in any way with applicable law and in the event of any such conflict, applicable law prevails. Specifically with regard to Parts 2.3.3.2 and 3.4.3.2, the requirements stated are the City’s requirements for this RFP.**

26. Please clarify the City's position on the following errors in citing to Federal guidance and regulations:

- a. Sections 2.3.3 and 3.4.3 refer to FTA circular 9030.1c, which was cancelled on May 1, 2010 [see, FTA c9030.]D, paragraph 2; FTA c 9030.1E, January 16, 2014).

**The City is in the process of confirming the applicability and current status of all items in Attachment C and federal requirements and guidelines that are included elsewhere in the RFP. If changes or amendments to those requirements are required, they will be the subject of an Addendum.**

- b. The RFP states that the FTA Master Agreement imposes a requirement that the City “have a current written maintenance plan for its federally funded rolling stock,” but in fact, the Master Agreement simply requires that the City “maintain its project property in good operating order, and comply with FTA’s Transit Asset Management Program regulations when promulgated pursuant to 49 U.S.C. S 5326,” with no mention of a “written maintenance plan.”

**The RFP requires a written maintenance plan as specified.**

27. Please clarify or revise the inclusion in Attachment C of the RFP of the following:

- a. 49 C.F.R. pt 23, which relates solely to contracts for airport concessions.
- b. 49 U.S.C. § 5301[d] as there is no such subsection in the United States Code.
- c. 49 C.F.R. pt. 18 and 49 C.F.R. § 18.39(i)(11) in particular, in that this regulation has been rescinded.
- d. FTA C 4220.1C, which has been cancelled.
- e. 49 U.S.C. § 5307[n), as this section has been repealed.
- f. 49 U.S.C. § 5302(a)(1) (incorrectly cited in the RFP as 49 U.S.C. § 5302(a)1)) as there is no subsection (a)(1), nor any definition of the term "major capital project" anywhere within section 5307.
- g. 49 U.S.C. § 5310(a)(2) does not authorize any federal assistance, but merely defines the term “subrecipient.”
- h. 49 U.S.C. § 511, as there is no such section in the United States Code.
- i. 49 C.F.R. pt. 29, as there is no such part in the Code of Federal Regulations.

**See Response to Inquiry No. 26.a.**

28. With respect to section 2.1.8.2, please explain what constitutes an “application for service,” and please identify those fixed route services that are not available for use by persons not eligible for service. Please describe the criteria used to determine if a person is eligible to use the fixed route service.

**The section refers to applications for paratransit service. The Contractor is responsible for maintaining a supply of applications on fixed-route buses. The**

**determination for eligibility for ADA paratransit service is the responsibility of the City, which follows the guidelines outlined in the ADA.**

29. The URLs provided by the city in sections 2.3.3.1 and 3.4.3.1, purportedly as locations of “resources,” are all dead links. What are the correct URLs for the “resources?”

**See Addendum No. 1, Item No. 14.**

30. Sections 2.3.5.7 and 3.4.5.6 attempt to shift responsibility for ADA compliance standards found at 49 C.F.R. pt. 38), however, it is the City not the Contractor that prepares the specifications for the buses it orders, and it is the City not the Contractor, that provides the buses to be used. Please clarify the City's meaning and intent in these provisions.

**The requirements of Section 2.3.5.7 relate to inspections and maintenance of the buses and vehicles on the Fleet Roster. The City intends for the contractor to maintain the buses and vehicles to keep them in compliance with the ADA. Section 3.4.5.6 does not pertain to the ADA. This RFP is unrelated to procurement of buses or vehicles, which are supplied by the City.**

31. Please clarify the definition of “ADA” in section 3.0. Does this reference apply to the Americans with Disabilities Act (the statute), the guidance provided in FTA circulars (e.g., FTA c 4710-1), or something else?

**ADA in the context of this RFP means the statute and subsequent guidance.**

32. Section 4.1.2 requires a worksheet that shows the calculation of the costs that might be used by proposers to arrive at their prices. Please explain how the City will use the cost calculations; whether the cost calculations will be used in proposer evaluations, or if only the per-hour prices will be used in evaluating proposals; and the implications if cost calculations are not accurate.

**Cost Proposals will be evaluated as stated in Section 8.3.2. The City reserves the absolute right to require the Contractor to abide by the cost calculations as submitted.**

33. Section 5.40 fails to prohibit either the City or proposers from participating in an organizational conflict of interest, is this an oversight?

**No. The Section is intended to be enforced as written.**

34. Under section 6.1.1 will City responses to timely submitted inquiries be construed as amendments to the RFP that are binding on all proposers?

**Yes.**



35. Should the City fail to respond timely to a timely submitted inquiry would the deadline for submitting proposals be extended by a time equal to the extra time taken by the City to provide such a response?

**No.**

36. Who will serve as the members of the evaluation committee?

**That information is not currently available. It will be provided to all proposers when it is available.**

37. Will the City halt its evaluation of proposals until a timely filed protest of an adverse financial ability finding is finally decided, including legally permitted judicial review?

**No.**

38. There is no provision for the successful proposer to obtain a franchise from the City. Please clarify.

**See Addendum No. 1, Item No. 15.**

39. Please provide the amount of the successful proposer's cost proposal from the award for transit system management services made by the City in 2012.

**The Common Council awarded the Contract on April 2, 2012. The requested information is readily from public sources (i.e. the Internet).**

**See the following:**

**<http://www.rochestercitymn.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=1381&Inline=True>**

40. Under present arrangements, the City contracts separately for paratransit and fixed route services. Why is this changed under the RFP?

**The City seeks to achieve greater efficiency.**

41. Will any exceptions or accommodations be allowed to the interview process? If so, will all requests for exceptions or accommodations, and all City or Moderator responses to such requests be made available to all proposers? Will such requests and responses be provided to all competitors when received or sent by the City or the Moderator?

**The City will consider such requests on a case-by-case basis.**

## FORMAT

42. *RFP Page one and section 7.4.11 Submission of Original and Copies.* The submission requirements are for one original, 10 copies, and one PDF apply to each of the Technical, Cost, and Proof of Financial Ability submissions. Would it be acceptable to submit only one Proof of Financial Ability for both Paratransit and Fixed Route?

**One Proof of Financial Ability for both services is what is required.**

43. *Section 7.5* asks that all required forms be included in SEGMENT 5 of the technical proposal; however, in RFP Part 9, Section 9.1.11 the “Value Added Form” and the “DBE Participation Schedule” both request price information. Would it be acceptable to submit the pricing forms (9.1.11) separate from items 9.1.1-10, in order to stay in compliance with Section 7.4.3?

**See Addendum No. 1, Item 10.**

44. Section 7.4.6 describes Indexing. Please confirm you would like a table of contents for each of the seven Segments. Please clarify what is requested by the statement: “Tab indexing shall be used to identify Segments.”

**Each Segment has its own referenced TAB. The first page of each TAB will include the “detailed table of contents” for the subparagraphs within that Segment.**

45. Section 7.4.8 describes Page Size and Format. It requires that text shall be single-spaced with 1-inch margins on all sides. Are pictures and tables allowed to flow into the margins?

**Yes, provided they remain easily readable.**

46. Section 7.5.1 describes an Executive Summary (Segment 1). Is this the only segment with a page limit?

**Yes, but please note that items included within PART 9 also specify page limitations.**

47. Are proposers permitted to submit double-sided proposals, or must proposals be submitted printed on only one side of each page?

**Proposals may be submitted double-sided where appropriate and in a manner that does not interfere with readability.**

48. Is there any particular format or content requirement for resumes of proposed management staff general manager, operations manager, maintenance manager)?

**No.**

49. Section 7.4.9 of the RFP requires that the cover sheet for proposals be marked with the solicitation number, but there is no solicitation number on the RFP. What is the solicitation number?

**There is no solicitation number. Please see email from the Moderator to all registered proposers on July 19, 2016, 5:10 p.m. (“Rochester Public Transit and Paratransit Service Operations and Maintenance RFP Clarification”).**

50. Section 7.4.8 of the RFP requires that margins and page numbers be 1-inch. May the page numbers in proposals be within the 1-inch margin or must the page numbers be at least 1-inch away from the edges of each sheet?

**Yes.**

#### **INSURANCE / LIABILITY**

51. Please clarify if one \$250,000.00 performance bond is sufficient for the contract or if the City is requiring two \$250,000.00 performance bonds - one for the Fixed Route service and one for the Paratransit service.

**One performance bond covering both services is required.**

52. LIABILITY AND INDEMINIFICATION (RFP page 12, section 1.8) - Contractor is required to indemnify the City against Contractor negligence “without regard to for the coverage provided by the City” please clarify if this means that the City provided insurance can subrogate against the Contractor if an accident was caused by contractor driver’s negligence?

**The rights and obligations of the parties to the City’s insurance coverage are governed by those insurance policies.**

53. Insurance (Article 6.5, , 6.5.1 pg. 106) The City is requiring that the following are named as Additional Insureds under General Liability and (if required) Automobile Liability, Excess Umbrella Liability, and Professional Liability (if applicable) on a primary basis, and on the broadest form available through the listed insurers with respect to this Contract or Purchase Order. Will the City please amend the requirement to exclude Professional Liability as it is a first party coverage and additional insured status is unavailable?

**The final paragraph of RFP Part 6.5.1 is a general provision, limited to what is applicable and available in particular situations. It does not intend to state a requirement that cannot be met in the context of this RFP. If “Additional Insured” status is not available because that status is incompatible with the type of insurance in question, that status is not a requirement of the RFP.**

54. *Sections 2.3.17.4, 3.4.17.4. Addendum 1 to the previous RFP in 2012 added this clause to the paragraph in these sections requiring proof of insurance: “In no case shall the Contractor use City equipment for transition and/or training purposes in advance of the assumption of services without first having acquired the required insurances and having submitted verification of coverage to the City Clerk.”* Would The City consider adding this clause to the current RFP?

**See Addendum No. 1, Item No. 3.**

55. *Section 1.8 Liability and Indemnification, pp.8-9.* The current contract for service provision has an indemnification clause. Would the City consider the following addition (underlined) to the indemnification language:
- a. Additionally, without regard for the coverage provided by the City’s general liability and motor vehicle insurance, Contractor shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, damages, or liability of any kind arising out of any acts, errors, or omissions of Contractor or its agents or employees in furnishing services or performing work pursuant to this Agreement; except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of the City, its agents or employees, passenger upon passenger violence, routing and Contractor’s good faith adherence to the City’s directives and policies and procedures.

**Specific requirements contained in the RFP will be incorporated into the Contract. The Contract will be negotiated between the City and the contractor selected for the award.**

56. *Force Majeure.* The current contract for service provides for a “force majeure” clause. Would the City of Rochester consider the same language in the new agreement?
- a. “In the event Contractor is unable to provide the transportation services as specified in the 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, the City shall excuse Contractor from performance under the Agreement.”

**Specific requirements contained in the RFP will be incorporated into the Contract. The Contract will be negotiated between the City and the contractor selected for the award.**

57. Please advise if the City will indemnify the Contractor for liability under the City’s proposed minimum ADA service standards. For example, Appendix D to 49 C.F.R. pt. 37 requires reservation service to be available during normal business hours defined in the RFP at section 3.7.2.2) which, under the provisions of 49 C.F.R. S 37.131(b)(1) would require that reservation service be available on Sunday between 8:00am through 5:00pm,

a time outside of the minimum telephone answering service permitted by section 3.7.2.2 of the RFP.

**No. The inquiry misstates the minimum ADA service standards specified by the RFP and federal law.**

## **FIXED ROUTE ONLY**

58. Will the City provide the fixed route scheduling blocks? – Using the blocking algorithm provided in Hastus, we were not able to get the peak vehicles below 33, though the RFP states the PM peak is 29 vehicles. Likewise, the midday vehicle requirement was 14, and the RFP states 8 for midday. So the schedules provided in the RFP don't match the statistics given. Will the City provide the fixed route scheduling blocks?

**No.**

59. Section 2.0 specifies that Revenue Hours exclude dwell time at the downtown bus stop. Does this include every trip that uses the Downtown Transfer Area? Please clarify.

**See Addendum No. 1, Item No. 17.**

60. *Sections 1.9 Service Description, 2.0 Definitions, Revenue Hour Definition* Under the last procurement for transit services in 2012, the definition of a revenue service hour was changed in Addendum 1 of the RFP to coincide with the NTD definition: “*As used herein, the term “Bus Revenue Hours” is the time when a vehicle is available to the general public and there is an expectation of carrying passengers. This includes the time from the first timed stop to last timed stop per schedule. It also includes layover/recovery (dwell time).*” Should this amended clarification language replace the language in the current RFP?

**See previous response.**

61. Please confirm that the revenue hours listed in sections 1.9 and 2.0, which exclude recovery time at the downtown bus stops, are separate and distinct from the revenue hours that are reported for NTD purposes, which are supposed to include recovery time. Please provide 2015 statistics for revenue hours as defined by the NTD [i.e., inclusive of recovery time. N.B. Please refer to the NTD Glossary for the 2014 reporting year (the most recently-issued document), which, in the definition of the term “Revenue Service” states that the term “Revenue Service” includes ... layover/recovery time" at page 73.

**For fixed route, 2015 revenue hours that were reported on the NTD were 70,072. For paratransit, 2015 the corresponding figure was 17,198.**

62. For the purposes of the definition of the terms “service call” or “road call” in section 1.0 of the RFP, do these terms include the dispatch of a supervisor or mechanic to the

location of a vehicle because the vehicle is unable to continue in service solely on account of a farebox failure, as suggested by section 2.6.6, but which is otherwise mechanically fit?

**Yes. However, the vehicle does not need to hold in place until the supervisor or mechanic arrives. The vehicle can continue and be met pursuant to the provisions outlined in Section 2.6.6.**

63. Section 2.11 describes processing of Contractor invoices. Please provide the most recent three (3) months of invoices from the incumbent Contractors.

**See Exhibit 63.**

64. Section 2.12 describes liquidated damages for failing to meet certain performance standards. So that we may have a baseline to build a plan for improvement, please provide the most recent 12 months of performance and any associated liquidated damages for the incumbent Contractors in the areas of:
- On-Time Performance
  - Missed Trips
  - Follow-up Safety Inspections
  - Service Disruptions Exceeding One Hour

**See Exhibit 64-1 and 64-2.**

65. How often has the current contractor missed the following guidelines?
- On time standards
  - Missed trips
  - Failed a follow-up safety inspection
  - Service disruptions
- Performance Requirements, Performance Standards 2.1.1p 16*

**See previous response.**

66. Please provide the current productivity rates per hour, lifts per hour, total passenger per hour, per day and per route for the fixed route service.

**The following figures reference FY 2014, the most recent available data.**

**Productivity rates per hour = (total passengers) / (total revenue hrs)  
= (1,664,250 passengers) / (82,077 total revenue hrs)  
= 20.28 passengers per revenue hour**

**Lifts per hour = (Number of passengers boarding using a wheelchair) / (total revenue hrs). NOTE: Does not include deployment of the ramp for purposes other than to assist a passenger in a wheelchair.**  
= (2,788 passengers boarding using a wheelchair) / (82,077 total revenue hrs)  
= 0.03 passengers boarding using a wheelchair per hour

**Passengers per day = (total passengers) / (total service days)**  
= (1,664,250 passengers) / (308 service days)  
= 5,403.41 passengers per day

**For per route figures, see Exhibit 66.**

67. Attachment M describes the fare collection policy. Transportation of bank bags to the bank is discussed, a form from Rochester Armored Car Co., Inc. is displayed and the process for counting the cash is described. Please confirm that the cost of armored car service and bank cash counting is a City expense. If either cost is a Contractor expense, please provide the estimated annual cost.

**Confirmed.**

68. What is the current policy on fare collections? *Operating Requirements and Standards, Fare Collection and Equipment Maintenance 2.6.6 p39*

**See Attachment M.**

69. Please clearly define “early”, “on time” and “missed” requirements in regards to fixed route services. *2.1.1 Performance Requirements p16*

**See RFP Section 2.0.**

70. Will the City clarify its intent with respect to the definition of “early” and “on-time” in section 2.0 of the RFP? The common definition of “early” in the transit industry refers to a departure prior to the scheduled departure time, or in some instances, earlier than one minute prior to the scheduled departure time. Arrival times are irrelevant to the definition of “early” because the purpose of discouraging premature (i.e., “early”) departures is to avoid passengers missing a bus because it departed earlier than scheduled. Buses that arrive at a bus stop earlier than scheduled should hold at the time-point until its scheduled departure time. A bus that arrives at its last stop before its scheduled arrival does not present the risk of passengers missing the bus because passengers only alight at the final stop. Please clarify the definition of “early” in this context.

**See Addendum No. 1, Item No. 16.**

71. Will the City clarify the definition of “missed” in section 2.0? When delayed in vehicular traffic, or delayed from variable passenger traffic, buses may become bunched. Bunched

buses typically leapfrog one another to the end of the route, instead of having the later-scheduled bus always trail earlier-scheduled buses, because that promotes the evening out of passenger loads. But under the City's ambiguous definition of "missed," a later-scheduled bus passing an earlier scheduled bus might then be deemed a "missed" stop situation, which would be misleading or inaccurate. In addition, when buses are delayed and get bunched, active dispatchers or road supervisors may order the delayed bus to short-turn, transfer its passengers to the later bus this is immediately following the delayed bus, and then continue in service in the opposite direction, picking up its schedule on-time. By using this passenger-centric strategy to achieve on-time performance, the contractor might be charged with a "missed" trip by the short-turned bus. Please clarify if the City expects the Contractor to actively monitor service and make those adjustments that would return service to on-time status, as is implied by sections 2.6.1.2 and 2.5.5 which emphasized maintenance of headways, not maintenance of trips), or if a Contractor should strictly adhere to those standards that would cause the assessment of liquidated damages without regard to passenger convenience.

**No clarification is necessary. The Contractor will be expected to respond and actively manage the fleet and service to mitigate disruptions that may inconvenience passengers. The Contractor also will be expected to identify solutions to minimize service disruptions. See Section 2.6.1.1.**

72. Section 2.0 uses the term "gate-to-gate" in the definition of "revenue miles." What is the definition of "gate-to-gate?"

**The term means from bus pull-in to bus pull-out.**

73. With respect to the on-time performance standard in section 2.1.1, what are the historical percentages of on-time performance since July 1, 2012? Are those on-time performance data available disaggregated?

**See Exhibit 64-1.**

74. With respect to reporting on-time performance as required by section 2.1.2, is it required to measure early, late, and missed trips at every at every time-point? The section refers to a "sampling plan," suggesting that data need not be collected at every time-point for every trip; please clarify or confirm. Are proposers expected to submit a sampling plan that conforms to particular statistical requirements relating to specific precision and level-of-confidence (e.g., 10 percent precision at a 95 percent level of confidence? Is such sampling to be valid system-wide or as to particular disaggregations? Are proposers expected to include technical memoranda as part of their proposals that mathematically prove that proposed sampling plans achieve their asserted precision and level of confidence values? Will a qualified statistician retained by the City evaluate this portion of the proposals?



**No. Current sampling is based on driver call-in and supervisor reports. The City has purchased software (DoubleMap) that electronically records departure and arrival times. The Contractor will be expected to work with the City in implementing the system as to departure and arrival times by field reporting and comparison to electronic records for verification purposes.**

75. With respect to the Contractor's duty, under section 2.1.3 and 2.6.4.2, to operate service in accordance with the timetables provided by the City, please provide the basis upon which the City establishes running times for routes, as suggested by section 2.6.4.1, and the process by which a Contractor may protest or take exception, and the process to resolve disputes relating to running times for any particular timetable.

**The Operator and a City staff member drive the route and make a prediction based on historical data, observations, and what they deem to be reasonable given transit principles, stops, passenger loading times, etc.**

76. Section 2.6.1, refers to "road" supervision, but does not refer to fixed-post supervision. Does the City expect all supervision to consist of inspectors who are mobile, and to exclude starters who might otherwise supervise from a fixed post?

**Each Proposer is to utilize and develop its own plans, procedures, and structure based on the information provided in the RFP and Addenda as well as its own transit experience. The City will not provide this information.**

77. Section 2.6.6 requires bus operators to "enforce" the fare policy but not to engage in disputes with passengers over the fare requirement. What does the word "enforce" mean in this context?

**Enforce means to implement. The intention of the RFP is, as is stated in Section 2.6.6, for bus operators to "enforce the fare policy with appropriate judgment."**

78. Is the definition of "traffic accidents" in section 2.6.7.2 indented to be the same as the definition of the term "accident" at 49 C.F.R. S 390.5?

**No.**

79. For fixed route services, 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.

**The Fixed Route fleet requires 39 buses during peak hours, and there are 49 active buses available. For paratransit, 5 buses are required during peak hours and 6 buses are available.**

80. 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.).

**Billable time will be paid according to the schedule.**

#### **PARATRANSIT ONLY**

81. For paratransit service, please clarify if revenue hours begin at the first pick-up, even if that pick up is a no show.

**See RFP Section 3.0 (“Revenue Vehicle Hours” and “No-Show”).**

82. Operating Hours (RFP page 55, section 3.3.3.3) - RFP states that the Paratransit service hours will match regular route transit vehicle service hours, however, the Saturday hours appear to be different (Fixed 8:00 a.m. – 7:00 p.m., Paratransit 6:00 a.m. – 7:00 p.m.). Can you confirm the Saturday operating hours for each type of service?

**The hours stated in the RFP are correct.**

83. Please provide the name and version of the current reservation, scheduling and dispatch software

**The current paratransit provider uses its own system, called MediRoutes.**

84. Please confirm that bidders are required to provide reservation, scheduling and dispatch software.

**Confirmed.**

85. For the paratransit project, will the City be providing the scheduling software?

**No.**

86. What is the current percentage of non-ambulatory trips for the Paratransit service?

**From January 2016 through June 2016, that percentage is 27.6%.**

87. Please provide how many calls on average the Reservationists take per day.

**See attached Exhibit 87.**

88. Please provide the number of calls per hour for reservations in 30 minute increments for a 5-day period that does not include holidays or any unusual events.

**See previous response.**

89. Please provide the current call volume, broken down by weekday, Saturday and Sunday to include hourly levels if possible.

**See previous response.**

90. *Attachment I, section 4.2 Advance Notice.* Please provide what hours of the day and days of the week that are reservations required to be taken.

**Monday-Saturday: 6:00 a.m.-5:00 p.m. Sunday: 8:00 a.m.-5:00 p.m.**

91. Additional Service Classification (RFP page 80, section 3.8.1.2.1) - Taxi service is invoiced at metered rates—Please confirm that the taxi service cost is a pass through to the City? i.e. not included in the Contractor's revenue hour rate?

**Confirmed.**

92. What are the current rates of reimbursement for the current provider of the ZIPS paratransit services? What are the rates for the past 3 years?

**For 2015 and 2016, the rate is \$37.85. For 2013 and 2014, the rate was \$40.70.**

93. Are supplemental taxi, extended taxi and accessible van service costs billed directly to the City by the taxi companies or billed to the ZIPS operator?

**Those are billed directly to the City.**

94. In order to put together accurate ZIPS paratransit driver schedules for our bid, and to gain a greater understanding of the extended taxi and supplemental taxi services and the regular ZIPS service, please provide at least three months of information showing:

- a. Numbers of trips and revenue hours by day, separated by service provided by City owned vehicles (regular ZIPS service) and service provided through extended taxi and supplemental taxi, and accessible van service.

**See Exhibit 94.**

- b. Monthly On-time performance and productivity for the past year

**The City is formalizing on-time performance standards in this RFP. No history will be provided.**

- c. The number of trips for extended taxi, supplemental taxi and accessible van usage by hour, by day.

**See Exhibit 94.**

- d. The number of regular ZIPS trips by hour and by day.

**See Exhibit 94.**

- e. Number of inbound reservations and dispatch calls by hour and by day of week, including Sundays

**See Exhibit 87.**

- f. Average call hold times by hour and by day of week

**See Exhibit 87.**

- g. One month's worth of daily ZIPS driver manifests

**The manifest contains confidential information (e.g. passenger names, pick-up locations) that cannot be disclosed. Responsive information can be gleaned from Exhibit 94.**

- h. One month's worth of daily manifests for supplemental taxi, supplemental taxi and accessible van service. (or as many weeks that are available.)

**See previous response.**

- 95. Are the low volume, low productivity rides for services provided through extended/supplemental taxi and accessible van service counted toward on time performance measurement and/or PPRVH?

**Yes.**

- 96. Which companies currently provide extended taxi, supplemental taxi and accessible van service

**Yellow Cab and R&S Transport.**

- 97. What is the minimum capacity requirement for an accessible van for supplemental paratransit service? How many vans are needed to operate supplemental service?

**Regarding the first question, the minimum is 1 wheelchair plus one ambulatory person. Regarding the second question, there is no specified standard. The service needs set by the RFP must be met.**

98. Please provide by month, by day, for the past year, the extended taxi, supplemental taxi and accessible van revenue hours or number of trips and per trip cost.

**See Exhibit 94.**

99. *Section 3.2.8.1 Calculations, Minimum Standard, Goal.* What has been the ZIPS passengers per revenue vehicle hour ratio (PPRVH) for the last six months?

**2.9**

100. *Section 3.14 Liquidated Damages.* Please provide a one year history of liquidated damages charged to the current ZIPS paratransit vendor based on the following:
- Section 3.14.1 Monthly Performance Standards – 90% On-Time Performance*
  - Section 3.14.2 Monthly Efficiency Standard – PPRVH standard*
  - Section 3.14.3 Missed trip*
  - Section 3.14.4 Failed Follow-Up Safety Inspection*
  - Section 3.14.5 Failed to Respond to a Service Disruption in a Timely Manner*

**The City chooses not to respond to this inquiry.**

101. What challenges has the City faced with the current paratransit system and are there areas of improvement you would like to see?

**The City chooses not to respond to this inquiry.**

102. Section 3.2.1 describes On-Time Performance standards for paratransit service. Please provide the most recent 12 month On-Time Performance for all modes.

**See Exhibit 64-1 and 64-2.**

103. Section 3.2.8 describes efficiency standards for paratransit service. Please provide the most recent 12-month values for passengers per revenue vehicle hour (PPRVH) and any associated liquidated damages that may have been assessed.

**See Exhibit 103. No liquidated damages have been assessed.**

104. Please clarify if under sections 3.2.12 and 3.5.1 the ZIPS service may be housed in the City-owned Transit Operations Center.

**The City has room for the paratransit service to be housed at the same City facility as the fixed route service. Depending on the choices made by each Proposer, the following will apply to Section 3.2.12.**

- a. **If housing the service at the City facility, indicate how the paratransit service will be incorporated into the existing space.**
- b. **If portions of the service are to be housed outside of the City facility, then sentence two and three of Section 3.2.12 fully apply.**

105. Please explain the meaning of the term “proper headways” in the context of paratransit operations under section 3.7.14.2.

**In this section, please replace the term “headways” with “scheduled pick-ups.” See Addendum No. 1, Item No. 8.**

106. Are the current paratransit drivers/employees part of a labor union? If yes, please provide a copy of the current labor agreement and the contact name and number for the union representative.

**No. There is no union contract for paratransit employees.**

107. Please provide a copy of the current paratransit contract with R & S Transport.

**See Exhibit 3-1.**

## **FINANCE AND REPORTING**

108. Please provide a listing of any liquidated damages charged or incentives earned over the past 12 months for both transit providers. Please clarify if the liquidated damages listed in the RFP differ from the current contract.

**For Fixed Route, during the period between July 2015 through June 2016, the service provider has been required to pay \$1,604 in liquidated damages for late and missed trips. For paratransit, no liquidated damages have been assessed or incentives earned. The current Paratransit contract contains no liquidated damages provision and no incentives.**

109. Please explain the purpose of the imposition of liquidated damages in sections 2.12 and 3.14. Are these provisions intended to provide a penalty for failure to achieve the specified level of performance?

**They are intended to provide a focus on issues where failure to perform materially damages the service.**

110. Please provide copies of the last three months of management reports provided to the City by the Fixed Route and Paratransit Contractors.

**Each Proposer is to utilize and develop its own plans, procedures, and structure based on the information provided in the RFP and Addenda as well as its own transit experience. The City will not provide this information.**

111. Please provide a sample of all required reports. *Data Gathering and Reporting Requirements, Summary of Required Reports 2.5.6 p36*

**Each Proposer is to utilize and develop its own plans, procedures, and structure based on the information provided in the RFP and Addenda as well as its own transit experience. The City will not provide this information.**

112. Sections 2.5.5.1 and 3.6.4 require the submission of a daily service report by 5:00 pm the following day. Please clarify if the daily report for Saturday service must be submitted on Sunday or Monday.

**See Addendum No. 1, Item No. 12.**

113. How does the City reconcile the conflict in sections 2.5.4, 3.6.4, and 5.30, which, on the one hand require that the Contractor retain records for seven years after final payment, but on the other hand require that the records remain on the City's premises?

**There is no conflict in the provisions. Sections 2.5.4 and 3.6.4 require updated copies to be maintained on the premises at the City.**

114. Please provide the current rates paid to the existing contractors for the fixed route and ADA paratransit service. Also, please indicate the total amount paid to the contractors for the last fiscal year.

**See attached Exhibit 114.**

115. Please provide the most current 3 months of invoices received from providers of the Fixed Route and Paratransit services.

**See Exhibit 63.**

116. Please provide the actual payments made for the City's transit system management Contractor to date under the present contract, stated by month.

**See Exhibit 116.**

117. Please provide copies of the City's most current NTD report and audit report of transit expenses, as stated in the "Attachments" section of the RFP.

**See Exhibit 117-1 and 117-2.**

118. For FY 2015-2016, please provide breakdown by percentage of the expenses attributed to the following categories:
- General Administrative
  - Vehicle operations
  - Vehicle maintenance
  - Non vehicle maintenance

**The City chooses not to respond to this inquiry.**

119. Do the trends hold the same percentages for FY2016? *Data Gathering and Reporting Requirements, Service Reports 2.5.5.4 p36*

**The City chooses not to respond to this inquiry.**

120. On-Time Performance -- Is sampling accepted or 100% of trips? Is a pickup before the window still considered on-time?

**For fixed route, please refer to RFP Section 2.1.3. For paratransit please refer to RFP Section 3.2.1.1. The term "total" refers to 100% of trips. A pickup before the window will not count against on-time performance standards. It is at the passenger's discretion whether to board early.**

121. Upon review of the price pages provided in the RFP, it has been noted that transition/startup costs are to be included in the hourly rate. In order to provide an even playing field for all bidders will the City consider making this cost a separate line item for evaluation purposes?

**See Addendum No. 1, Item No. 9, which addresses changes to the Cost Proposal Worksheets in PART 9.**

122. The pricing pages do not include a line item for mobilization costs. Should these costs be included in the revenue hour rates?

**See previous response.**

123. *Part 4, Section 4.1.1, Cost Proposal Worksheets* Currently there are no small buses used for Fixed Route. Should the small bus, fixed route component be removed from the RFP cost sheet? If the City is considering using "Small Bus" for fixed route operations, please provide the estimated yearly hours for this small bus service, the type(s) and number of



small buses involved; and if the small bus hours are part of the 74,000 annual revenue hours.

**The City is currently updating transportation planning documents. Small buses may be used in the future, depending on the outcome of the ongoing updating process. No estimated annual hours are available at this time.**

124. *Cost Proposal Worksheets, page 2 Cost Calculations.* For Fixed Route service, which revenue hours rate should be used for this supporting cost calculation worksheet: up to 74,000 hours, or over 74,000 hours? For Paratransit, which revenue hours rate should be used for this supporting cost calculation worksheet: up to 18,500 hours, or over 18,500 hours?

**For Fixed Route service, proposals should use figures for Up To 74,000 miles. For Paratransit service, proposals should use figures for Up To 18,500 miles.**

125. Section 5.19 asserts the City's right "...to postpone acceptance of delivery and payment by the City in the event of any form of labor disruption." Please clarify the City's intent for this Section. Specifically, does the City anticipate withholding all payments including for prior period service delivery in the event of any form of labor disruption?

**No. The City anticipates making payments for service delivery that is provided up to the date of any form of labor disruption.**

126. Section 5.34 of the RFP required the Contractor to use GAAP principles for the keeping of its books. However, the NTD National Transportation Database) requires the use of USOA principles, or another accounting system that can be readily translated to USOA. Does the Contractor have the option to use USOA in lieu of GMP, for the keeping of its books?

**No. The City requires GAAP.**

## **WORKFORCE**

127. Please provide a list of the positions currently provided by the contractors for fixed route and paratransit operation. Please indicate whether these positions are 100% dedicated to this contract.

**See attached Exhibit 127 and Attachment N.**

128. We intend to hire as many of the existing employees as possible. In order for us to ensure that they make at least as much, or more than they do now, please provide the following information about the incumbent Operators:

- a. The number of full-time and part-time Operators, Maintenance, Dispatchers, along with their hire dates or seniority.
- b. The current Operator wage scale and average hourly wage.
- c. A thorough description of the employees' benefits programs, including the name and summary of the current medical insurance plan(s) to include employee premium contribution amounts for each coverage choice, deductibles and co-pays, and the effective plan year or renewal date.
- d. What is the benefit eligibility waiting period (i.e. 0, 30, 60, 90 days)?
- e. Descriptions of any shift "premiums", lunch/break provisions, or other work rules that impact Operator productivity and resulting labor costs.

**See previous response.**

129. How many full-time drivers are currently employed for fixed route operations?

**49.**

130. How many part time drivers are currently employed for fixed route operations?  
*Service description 1.9, p9*

**6.**

131. What is the turnover rate for bus operators?

**For fixed route, the current contractor has reported a 10% turnover rate. For paratransit, the current contractor has reported that 2 operators have left employment in the past 12 months.**

132. What is the current overtime experience (percentage of hours at overtime rate) for bus operators and for mechanics/technicians?

**For fixed route, the current contractor is currently averaging 3% of all hours worked at the overtime rate for drivers is currently averaging 2% of all maintenance hours at the overtime rate for our technicians. For paratransit, see Exhibit 127.**

133. How many reservationists, schedulers, dispatchers, and vehicle operators are currently on staff for each service type? Please give a breakdown of FT and PT employees as well.

**For fixed route, the current contractor currently employs 3 full-time dispatchers, 49 full-time operators, and 6 part-time operators. For paratransit, see Exhibit 127.**

134. Qualification for Operators (RFP page 49 section 2.8.3 (1) ) - Background check section of the RFP prohibits hiring of individuals with any felony, drug related offense, theft, assault or offense of a serious nature in the last 10 years. EEOC guidelines prohibit blanket exclusions and require that a case by case analysis of individual convictions be conducted, giving consideration to how long ago the offense occurred, the age of the individual at the time of the offense, and the relationship of the offense to the duties to be performed. Will the city modify this requirement to be consistent with EEOC guidance?

**In reference to the requirements of RFP Part 2.8.3.i and Part 3.10.3.i, Contractors are advised to consider and follow EEOC Enforcement Guidance No. 915.002, April 25, 2012. In the City's view, the hiring limitations stated in the RFP are job related and consistent with business necessity.**

135. Section 1.11.4 requires the selected Contractor to make a good faith effort to hire employees from the City's incumbent Contractors. So that we can evaluate the cost of complying with this requirement, please provide a seniority lists for incumbent bus operators and other employees, including start date and current wage rate.

**See Exhibit 127 and Attachment N.**

136. Section 1.11.4 of the RFP requires a good faith effort to hire the existing employees operating, maintaining, and managing the Rochester Public Transit service. These are currently the employees of the City's incumbent Contractor. Does this provision apply to the general manager, the operations manager, and the maintenance manager?

**No.**

137. Please provide the fringes that are provided by the current incumbents as well as an employee census.

**See Exhibit 127 and Attachment N.**

138. The RFP is generally inconsistent regarding "key" employees using the terms "key personnel" in Sections 1.1, 2.3.3.2, and 2.4.3.2; "key managements positions" in Sections 2.4.2.1.3 and 3.5.2.1; "key staff" in Sections 2.7.2, 3.9.2.1, 8.2, and 8.3.1.2; "key positions" in Sections 2.7.2.1 and 3.9.2.1; and "key individual(s)" in the "Past and Present Performance Information" form on Page 2 (all references to "key employees" in these questions refer to all the sections referred to in this question).
- a. Do these terms each refer to the same positions or employees? If not, please provide a definition for each of these terms.
  - b. Do these terms apply specifically to the general manager, the operations manager, and the maintenance manager, or any of them?

**See Addendum No. 1, Item No. 13. Section 2.4.3.2 does not refer to Key or any related term.**

139. Does the City intend to rely on the principles of the Federal Transit Labor Standards commonly referred to as “13c” with regard to the status of key employees?

**The city will follow the provisions of 49 U.S.C. 5333(b) (also known as Section 13(c) of the Federal Transit Act) where they apply.**

140. Under Section 8.3.1.2 and related sections of the RFP, must the designation of key employees be unique for each proposer or will the City allow designation of an existing key employee or key employees by other proposers?

**The City will allow individuals designated as Key Personnel to appear on more than one proposal under the following conditions: each such Individual (1) must be a current employee of the proposer or have a written agreement (e.g. letter of intent) to accept employment with the proposer if that proposer is selected for the Contract award; (2) must agree to participate in an Evaluation Committee interview for the specific proposer and position for which that individual has been designated.**

141. If key employees currently employed by the City's incumbent Contractor are named in more than one proposal, how will the City handle proposer interviews for the incumbent and any competitor nominating such incumbent key employee(s)? Specifically, will such candidates be interviewed only once, or must they appear for separate interviews with each proposer nominating them? Must key employees or candidates for key employee positions respond to specific questions for the particular post to which they are nominated by each proposer as opposed to general questions not directed to the duties of a particular position?

**The Evaluation Committee will conduct interviews for each designated position and score each interview. If an individual appears on multiple proposals or for multiple positions, that individual will be interviewed and scored multiple times. During the interviews, the Evaluation Committee will ask questions of each individual for each designated position. The questions may be specific to that designated position.**

142. If the currently serving key executives are named in more than one proposal, how will such interviews be scored for each proposal in which they are named?

**See previous response.**

143. If a proposer wishes to nominate a currently serving key employee of another competitor, must such employee(s) give their prior approval to the use of their names? If so, must the incumbent operator be notified of such nominations, and if so, will such notification come from the competing proposer or from the City (or its Moderator)? Will all competitors be notified of such nominations?

**In order to include an individual in its proposal, a proposer must meet the conditions stated in response to Inquiry No. 140. No additional notification will be provided.**

144. Section 2.7.2.2 provides a guideline for the duties of several possible key positions, including General Manager, Maintenance Manager and Operations Manager. Please confirm that naming and providing resumes for proposed candidates for only these three positions is sufficient for the City to evaluate our proposed personnel as described in Section 8.3.1.1(2).

**Confirmed.**

145. Section 2.7.2.2 and Section 3.9.2.2 present guidelines for proposed key and other staff. Please confirm that, to the extent that it is explained and justified, certain positions may perform duties related to both fixed route and paratransit services.

**Confirmed.**

146. Section 2.7.4 requires the Proposer to include a maintenance staffing plan that shows the number of positions in several distinct categories (e.g., A mechanics, B mechanics, C mechanics, parts clerk, service writers, bus cleaners, and fare collection equipment system technicians). Since we plan to comply with the requirement to make a good faith effort to hire the employees from the City's incumbent Contractors, please provide the number of incumbent employees in each of the positions shown above so we may have a baseline. Similarly, please provide details of incumbent maintenance staffs credentials, particularly ASE certifications.

**For fixed route, the current contractor reports the following:**

**3 A Mechanics (1 double master certified, 1 has two ASE certifications, 1 has four certifications); 0 B Mechanics; 1 C Mechanic (with two certifications); 2 bus cleaners/fuelers (no certifications). For paratransit, as of February 2016, 4 employees (3 employees have ASE certifications and the fourth is involved in training).**

147. Sections 2.8.4 and 3.10.4 subject certain employees to the "requirements" of sections 2.8.3.i. There is no section 2.8.3.j in the RFP-please clarify.

**Section 2.8.4 should refer to Section 2.8.3.i. Section 3.10.4 should refer to Section 3.10.3.i. See Addendum No. 1, Item No. 5. Please note that Contractors are advised to consider and follow EEOC Enforcement Guidance No. 915.002, April 25, 2012. In the City's view, the hiring limitations stated in the RFP are job related and consistent with business necessity.**

148. Driver uniform specifications appear in sections 2.9.1 and 3.11.1, but do not provide neckties. Please clarify if the Contractor may specify driver neckties.

**Yes. Neckties may be specified.**

## **OPERATIONS**

149. 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 fixed route, see Exhibit 149.**

**For paratransit, 5 vehicles on weekdays and 2 vehicles on Saturdays, plus Taxis and Supplemental taxis.**

150. Is there a current “real time location program (GPS)” in place now?

**For fixed route, yes. For paratransit, software used and owned by the current contractor (MediRoutes) includes that function. That system is not owned by the City.**

151. Please confirm that two road supervisors are required to be on duty during all hours of scheduled service (one road supervisor for Fixed Route service and one road supervisor for Paratransit service)?

**Confirmed. However, one person may be able to fill this role for both services in the evenings.**

152. Please clarify if the City or Contractor is responsible for the monthly maintenance fee for the 800 megahertz radio system.

**The City pays that fee as an administrative expense.**

153. I am interested in meeting with the current leadership staff within Operations to ask the following questions: *Performance Standards 2.1.1 p16*

**The City will only respond to inquiries submitted in writing. Meetings between Proposers and operations staff are not a part of the RFP process. The following questions are answered in writing below.**

- a. What are the staffing levels within the customer care service and dispatch team in the office?

**For fixed route, there are 3 full-time dispatchers. For paratransit, see Exhibit 127.**

- b. What are the phone call trends YTD including the calls per hour, amount of dropped calls, wait time on calls, and length of calls?

**See Exhibit 87.**

- c. What is the rate of percentage of dropped calls?

**See Exhibit 87.**

- d. What is the cause of dropped calls?

**This information is not available.**

- e. What is your current service recovery plan? Please provide an example.

**Each Proposer is to utilize and develop its own plans, procedures, and structure based on the information provided in the RFP and Addenda as well as its own transit experience. The City will not provide this information.**

- f. How often is training being conducted for the internal administrative staff?

**Each Proposer is to utilize and develop its own plans, procedures, and structure based on the information provided in the RFP and Addenda as well as its own transit experience. The City will not provide this information.**

- g. How many spare buses are kept operationally available?

**Each Proposer is to utilize and develop its own plans, procedures, and structure based on the information provided in the RFP and Addenda as well as its own transit experience. The City will not provide this information.**

- h. What is the longest tenure of the current driving staff?

**Since 1974 (one employee).**

- i. What is the average turn-over rate for employees?

**For fixed route, the current contractor reports a 10% annual turnover rate. For paratransit, 2 employees have left employment in the past 12 months.**

- j. Are there any issues currently with meeting the operating requirements? If so, why?

**The City chooses not to answer this inquiry.**

- k. What is the current sampling method to measure on time performance?

**See Response to Inquiry No. 74.**

154. Operationally, what is the rescue procedure in place today? Please provide a sample of the Service Provision Report. *Operating Requirements and Standards, ADA Passengers and Service Interruptions 2.6.2.3 p39*

**Each Proposer is to utilize and develop its own plans, procedures, and structure based on the information provided in the RFP and Addenda as well as its own transit experience. The City will not provide this information.**

#### **FLEET/FLEET TECHNOLOGY/SUPPORT EQUIPMENT**

155. During the transition, how many vehicles will be made available to the incoming contractor to perform training?

**The City will provide one vehicle in each service. The paratransit vehicle will be available for training only on weekend days.**

156. Please clarify if the City provides road supervisor and or support vehicles? And if so, how many?

**The City does not provide road supervisor or support vehicles. See Section 1.5 for all vehicles provided by the City.**

157. Please clarify if the City will provide fuel for the road supervisor and support vehicles?

**No.**

158. Section 2.3.14.2 requires that the Contractor provide at least one maintenance service vehicle. Are there any requirements as to age or other specifications of such vehicle(s)?

**Vehicles must be in safe working condition and not be out of service often.**

159. How many service support vehicles are being utilized in support of operations?  
*Maintenance Plan and Program, Service Calls 2.3.14.2*

**Each Proposer is to utilize and develop its own plans, procedures, and structure based on the information provided in the RFP and Addenda as well as its own transit experience. The City will not provide this information.**

160. Section 7.5.1, regarding the request for Segment 2A-4-3 and Section 7.5.2.2, regarding Segment 2B-4-4 each describe Maintenance Support Equipment. Please provide a listing



of Maintenance Support Equipment provided by the incumbent Fixed Route and Paratransit contractors.

**See Exhibit 197.**

161. Please provide a list of the support equipment in connection to this contract. *Maintenance Plan and Program, Maintenance Software 2.3.16.2C p30*

**See Exhibit 197.**

162. Please provide a list of the current technology that is present in the existing fleet.

**The Current Fixed Route buses are equipped with GFI Fareboxes, electronic destination signs, Safety Vision cameras, and tablets with GPS for the DoubleMap system.**

163. What on board video recording system is currently being utilized? *Maintenance Plan and Program, General Maintenance Standards 2.3.5.19 p 24*

**The cameras systems are Safety Vision model nos. 4112 (6), 5000 (6), 6000 (12), 6000 Pro (9), and 7000 (10).**

164. Please provide the fleet spare ratio for the Fixed Route and Paratransit services.

**The Fixed Route fleet requires 39 buses during peak hours, and there are 49 active buses available. For paratransit, 5 buses are required during peak hours and 6 buses are available.**

165. Please provide, if available, a fleet replacement schedule showing anticipated replacement date for each current vehicle and what the replacement equipment is planned to be.

**The City's fleet replacement plan is in the process of being updated, revised, and expanded in the City's Transportation Development Planning. Typically, the City replaces Fixed Route fleet buses within a 12-15 year life cycle and paratransit vehicles are replaced on a 7-10 year cycle.**

166. Please clarify who is responsible for the licensing of the revenue fleet.

**The City is responsible for licensing all revenue vehicles.**

167. Do the fixed route or paratransit vehicles currently have camera systems? If so, please provide description of system.

**See Response to Inquiry 163.**

168. Section 2.4.4 describes the Safety Vision video/audio recording system. Does the City have a position on the additional installation of the DriveCam system?

**The current Contractor uses that system. The City supports the concept of the Contractor providing the system and maintaining it.**

169. Will the vehicles to be used in the provision of service under a contract resulting from the RFP be leased to the contractor who will then be responsible for the registration and licensing of all such vehicles; or will the City have sole property interest in the vehicles and the responsibility to register and license them?

**The City is responsible for licensing all vehicles on the Fleet Roster.**

## **MAINTENANCE**

170. Is it understood the maintenance department is responsible for installation and support regarding the current and future IT issues? *ITS Integration 2.1.6 p17*

**Initial installation may be provided by a product vendor. The Contractor may be required to assist in the initial installation. The Contractor will be responsible for maintenance and installation of replacement equipment.**

171. Please advise if the contractor is required to provide any items on the Fixed Route and/or Paratransit vehicles [fareboxes, radios, MDT, AVL, etc.].

**No.**

172. Please clarify if the City will be responsible for all revenue vehicle fleet parts?

**The City provides vehicle fleet parts as needed.**

173. What is the employee's role regarding supervision at the service island? *Maintenance Plan and Program, Fueling Lubricants and Fluids 2.3.10.3 p27*

**Each Proposer is to utilize and develop its own plans, procedures, and structure based on the information provided in the RFP and Addenda as well as its own transit experience. The City will not provide this information.**

174. Section 2.3.8 requires that major repairs be completed within five business days from the time it is identified unless extenuating circumstances are documented. This includes engine overhauls, transmission rebuilding and differential rebuilding. Is this a new requirement? Please provide the number and type of cases during the past 12 months where the incumbent Contractors reported the need for additional time.

**This is not a new requirement. See Exhibit 174.**

175. Please confirm that the Maintenance Plan is due within 60 days of award.

**See Sections 9.2 (3) and 9.4 (1).**

176. I am interested in meeting with the current leadership staff within Maintenance to ask [the following] questions:

**The City will only respond to inquiries in writing. Meetings between Proposers and Maintenance staff are not a part of the RFP process.**

177. Please provide a copy of the current maintenance plan, policies and procedure, inspection forms and schedules? *Maintenance Performance Requirements 2.1.5 p17*

**Each Proposer is to utilize and develop its own plans, procedures, and structure based on the information provided in the RFP and Addenda as well as its own transit experience. The City will not provide this information.**

178. Are there any problems with current service levels? *Maintenance, Performance Assessment; Inspections 2.1.7.1 p18*

**The City chooses not to respond to this inquiry.**

179. What are the current operating hours of the maintenance department?

**Each Proposer is to utilize and develop its own plans, procedures, and structure based on the information provided in the RFP and Addenda as well as its own transit experience. The City will not provide this information.**

180. Who supplies the employee in the parts room?

**The City.**

181. Is the fuel island employee and parts counter role included in the maintenance headcount?

**Regarding the fuel island employee (supplied by the Contractor), yes. Regarding the parts counter role (supplied by the City), no.**

182. What is the current mechanic to fleet ratio?

**Each Proposer is to utilize and develop its own plans, procedures, and structure based on the information provided in the RFP and Addenda as well as its own transit experience. The City will not provide this information.**

183. Please clarify whether sections 2.1.7.1, 2.3.1, and 3.2.7 require that all buses and vehicles be maintained in accordance with state regulations and OEM requirements “at all times” include vehicles out of service for major repairs, when they likely will not be roadworthy. It is unreasonable to expect a contractor to maintain a bus or vehicle in road-worthy condition while undergoing major repairs and not in revenue service.

**The intention of the RFP is to require that any vehicle that can be used for revenue service must be maintained at all times as stated in the requirements.**

184. Please provide the last 12 months history for major component replacement and repair for the City provided fleet.

**See Exhibit 184.**

185. Please provide the latest statistics on vehicle reliability, i.e. miles between road-calls, for the past 12 months?

**For fixed route, the current contractor reports 25 service calls between July 2015 and June 2016. During that period, the fleet traveled a total of 1,295,492 miles. For paratransit, see Exhibit 185.**

186. Are there any remaining warranties for the fleet or provided equipment?

**The following buses on the Fleet Roster remain under warranty until the date listed:  
259 (11/11/2017)  
260 (11/10/2017)  
261 (11/11/2017)  
262 (11/11/2017)  
263 (11/13/2017)  
264 (11/13/2017)  
265 (11/13/2017)**

187. Have there been issues with not passing state inspection and missing the contract’s matrix?

**There have been no issues.**

188. What is the current percentage of passing vehicles? *Performance Assessment and Inspections 2.1.7.1 p 18*

**100% in both services.**

189. What was the number of service calls performed for the first 6 months of this year? How many were major repairs? How many were deemed due to a poor pre-trip inspection?  
*Contracted Service Personnel, Maintenance Manager 2.7.2.2.2 p42*

**Regarding the first question, see Exhibit 190-1 and 190-2. Regarding the second question, see Exhibit 190-1 and 190-2. Regarding the third question, the City chooses not to respond to this inquiry.**

190. Fueling, Lubricants and Fluids (RFP page 31, section 2.3.10) - City pays for fuel at city fuel facility—is this the same location as the bus facility or is it a different location—if so, where.

**It is the same location.**

191. Please provide copies of the most recent engine oil and other fluid sampling analysis for fleet.

**For fixed route, see Exhibit 192. For paratransit, no data is available.**

## **FACILITY**

192. Please confirm that the Contractor is responsible for the monthly telephone and internet service fees?

**Regarding Fixed Route, Section 2.4.2.1 outlines what telephone and internet service is provided without charge to the Contractor. For Paratransit, please refer to Sections 3.5.2.1 a) and c).**

193. *Sections 2.4.2.1 and 3.5.2.1, Phone and Internet Services.* As clarified in the 2012 Addendum 1 and under the current contract for fixed route services, the Contractor provides all internet and phone service connectivity and phone equipment. This RFP states that the City will provide internet and phone connectivity and possibly equipment. Please provide additional information on specifically what internet and phone services and equipment the Contractor is expected to provide under a new contract.

**See Addendum No. 1, Item No. 18.**

194. Section 2.4.2.1.1 describes the City's provision of adequate Internet capability. If we wish to establish our own network for proprietary, payroll or other financial processes, would we have to provide network switches, firewall(s) and or Access Points for our own network?

**Yes.**

195. *Section 3.5.1 General Requirements.* Contractor shall occupy the City-owned Transit Operations Center located at 4300 East River Road, Rochester, Minnesota 55906 for operator's management, operation, dispatching, maintenance, and bus storage. City has space available at this location to accommodate the entire transit operation, including paratransit, but paratransit operations management, call-in, and dispatch may be located off-site depending on the Contractor and subcontractor arrangement proposed in the RFP.
- a. Please confirm that maintenance and bus storage of the City's paratransit fleet must take place at the City's facility under a new contract.

**Confirmed.**

196. Please provide a complete list of equipment and tool at the maintenance facility owned by the City?

**See Exhibit 197.**

197. If awarded, what is the monthly and annually property rent for fiscal years 2017-2022?  
*Attachment O, Section 2A Terminal Lease.*

**The terminal lease will be negotiated between the City and the successful contractor, but the rental rate is expected to remain at \$1 per annum.**