



ADDENDUM I

**PHOENIX TALENT - STUDENT TRANSPORTATION SERVICES
RESPONSE TO VENDOR QUESTIONS AND ADDITIONAL AMENDMENTS**

Project: Student Transportation Services
ORPIN Notice Number: P15004-1001-21
Address: 401 W. 4th Street -P.O. Box 698 - Phoenix, Oregon - 97535
Owner: Phoenix Talent School District - AKA Jackson County School District #4

Instructions to Prospective Bidders:

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents and/or prior Addenda as noted below. All conditions, requirements, materials and workmanship are to be as described in the Contract Documents unless specifically stated otherwise. This Addendum consists of ten (10) pages. Supporting documents have been added to our website and can be found at:

<https://www.phoenix.k12.or.us/domain/1058>

After reviewing the Prospective Bidders' questions, the following amendments have been made to the original RFP:

Amendment 1 - Page 16 - Section 4 (FLEET SIZE) - Subsection (1) - The subsection will read as follows:

1. Regular Home-to-School; Provide as a minimum nineteen (19) buses with capacity 65-78, plus a minimum of three (3) spares.

Amendment 2 - Page 32 - Section 2 (RATE BASED FEES) - Subsection (a) - The subsection will read as follows:

- a. Contractor agrees to pay for all fuel as a rate based fee; provided, however, that Contractor should propose a fuel "price cap" as part of Contractor's Total Cost Proposal. The price cap will be the amount per gallon that Contractor proposes to include fully in its rate-based fee, with the understanding that fuel costs above the price cap would be split equally between Contractor and District. Contractor's Total Cost Proposal should include an explanation as to how any such price cap is factored into the Total Cost Proposal.
In addition, see new section as indicated in amendment four (4)

Amendment 3 - Page 23 - Section 2 (CONTRACTORS PERSONNEL) - Subsection (a) - The word "student" has been removed, and it will read as follows:

- a. Contractor shall provide an on-site manager with significant supervisory experience in the field of transportation.



Amendment 4 - (See next page) Page 44 - Section C (TOTAL COST PROPOSAL) - Please use this sheet to submit the TOTAL COST PROPOSAL. We have removed the “84-89 passenger bus” option, and added language in reference to fuel cost.

C. TOTAL COST PROPOSAL – 50 Points

NAME of Proposer: _____

This evaluation is not intended to reflect the actual routing costs for the District. It will be used by the District as a means to apply, measure and compare rates provided by the Proposers.

1. Rate Based Fees						
a. Daily Total Minimum Rate per Route Bus (First Three Hours)						
65-78 Passenger Bus	\$	x	19 Routes	x	172 Days	= \$
12-30 Passenger Mini-Bus (Lift)	\$	x	8 Routes	x	172 Days	= \$
12-30 Passenger Mini-Bus (No Lift)	\$	x	1 Routes	x	172 Days	= \$
Type 10 NCV	\$	X	2 Routes	X	172 Days	= \$
b. Daily Total Hourly Rate per Route Bus (Over Three Hours)						
65-78 Passenger Bus	\$	x	35,000 Hrs	=	\$	
12-30 Passenger Mini-Bus (Lift)	\$	x	5,000 Hrs	=	\$	
12-30 Passenger Mini-Bus (No Lift)	\$	x	5,000 Hrs	=	\$	
Type 10 NCV	\$	X	5,000 Hrs	=	\$	
c. Trip Rates (Per Hour)						
84-89 Passenger Bus	\$	x	3,000 Hrs	=	\$	
65-78 Passenger Bus	\$	x	2,000 Hrs	=	\$	
d. Activity Vehicles Driven by District Staff (Per Mile)						
1 - Nine (9) Passenger Activity Van	\$	x	500 Miles	=	\$	
e. Bus Monitors						
1 Bus Monitor	\$	x	1,000 Hours	=	\$	
Total Rate Based Fees						\$

2. Fuel Cap Proposed	\$
-----------------------------	-----------



Amendment 5 - Page 48 - Section D (QUALIFICATIONS OF MANAGEMENT) - Subsection (2) - The subsection will read as follows:

2. Identify the person who will be the proposed local manager and provide a resume. If this person has yet to be selected, you can, in lieu of the name of the person and resume, provide a job description with the qualifications required for this individual.

Amendment 6 - Page 48 - Section D (QUALIFICATIONS OF MANAGEMENT) - Subsection (5) - Subsection (5) will be removed.

Amendment 7 - Page 48 - Section D (QUALIFICATIONS OF MANAGEMENT) - Subsection (6) - The subsection will read as follows:

Provide the names and qualifications of those persons within your company who would have immediate authority over the Location Manager and those persons who would play an advisory role to the Location Manager in the areas of a) operations, b) training and personnel, c) safety and d) maintenance.

If these persons have yet to be selected, you can, in lieu of the name of the persons, provide a job description with the qualifications required for these individuals within all areas indicated above.

Amendment 8 - Page 20 - Section 5 (ROUTE NUMBER) - The subsection will read as follows:

All buses shall have the appropriate route number for the corresponding school in prominently displayed, easy to find locations on all 4 sides of every bus, whenever providing service to any school. Route numbers are to be professional looking and easy to read.

Important Note in Regards to Amendments 9-12

We used a template from the Three Rivers School District to create this RFP. The Three Rivers School District created a distinction between Fixed Cost and Rate Based Fees. We, at the Phoenix Talent School District, do not create a distinction between these costs and expect the Contractor to state all associated costs within the Rate Based Fee. All references to “Fixed Cost” throughout this RFP will be removed as per the following amendments.

Amendment 9 - Page 31 - Section VIII (TERMS AND CONDITIONS - COST/FESS) - Subsection (A) COST/FEE STRUCTURE

The subsection will read as follows:

Contractor will bill the District based upon the following identifiable rate based fees.

Subsection (1) FIXED COST FEE will be removed and no Fixed Cost fees will need to be included in this proposal.

Amendment 10 - Page 32 - Section (2) RATE BASED FEES - Subsection (a) will read as follows:



- a. This category is intended to pick up **all costs** associated with home-to-school routes, individualized transportation routes, trips and other miscellaneous transportation of students.

Amendment 11 - Page 32 - Section (2) RATE BASED FEES - Subsection (a) and (e) will read as follows:

- a. If, due to changed requirements or District requests, it is necessary to add or reduce the number of buses, the basis for adjusting the costs will be determined from the Rate Based Fee tables for the cost of adding buses or cost of deleting buses. In the case of eliminated buses, the District agrees to pay Contractor for their use up to 30 days after the reduction notice while Contractor attempts to find another location where they can be utilized. If during the life of the Contract, vehicle types not listed on the Rate Based Fee Schedule are required, the District and Contractor shall negotiate their pricing and add them to the Rate Schedule.
- e. Rate fees for vehicles driven by District staff shall be based on mileage per trip and include the cost of fuel and maintenance.

Amendment 12 - Page 40 - Section (1) FIXED COST - Subsection will be removed and no Fixed Cost fees will need to be included in this proposal.

Amendment 13 - Page 43 - Section (B) PROPOSAL RATE SCHEDULE - Subsection (8) - The sentence stating “Provide pricing details as it applies to fixed costs and rate-based costs.” will be removed.

Amendment 14 - Page 14 - Section N (TERMINATION OR SUSPENSION OF CONTRACTOR SERVICES) - Subsection (4) - The subsection will read as follows:

4. In the event of termination under any provision herein, District, at its sole discretion, may elect to purchase from Contractor all or selected transportation vehicles then in use in the District. The purchase of vehicles under this provision shall be at the then current fair market value (fair market value should be the established price for sale of vehicles. An independent third-party inspector will determine the value). District must give written notice to the Contractor of its intent to purchase vehicles at the time the termination notice is provided and must specifically identify vehicles to be purchased within 30 days of the notice of termination or intent to terminate.

Amendment 15 - Page 22 - Section E (SCHEDULES) - Subsection (2) SCHOOL SCHEDULES

The subsection will read as follows:

2. At a minimum, 2 weeks prior to the beginning of the school year, the Contractor will provide a written summary of all route schedules presented separately by route and by street for district publication to parents. Contractor shall provide the routes in a format specified by the district.



Questions/Answers: We have made every effort to answer all questions asked. We have combined some of the questions by the different vendors as they were repeats of the same questions.

1. Is the district considering any major schedule or bell time changes such as a move to a to a four day school week ?
No – However, we cannot predict how the global pandemic will affect our schedules for the fall.

2. Which routing software is currently being used?
Versatrans, and it is currently on a trial basis.

3. Page 11, section E. 1. d of the RFP, we provide Abuse and Molestation coverage with a standalone policy rather than as part of the Commercial General Liability policy. Please confirm this is acceptable to the District.
This would be acceptable, but please refer to the following certificate requirements for guidance:
 1. Certificate holder to be “Jackson County School District #4, Phoenix- Talent School District.”

 2. Certificate holder to be listed as an additional insured for General Liability and Commercial Auto (If applicable). Additional Insured Endorsement(s) is to be included with the certificate showing Primary Non-contributory.

 3. Minimum Limits of Insurance required:

General Liability:
\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$1,000,000 Products and Completed Operations
\$1,000,000 Sexual abuse molestation (If direct contact with students)

Workers Compensation:
\$500,000 Each Accident
\$500,000 Disease Each Employee
\$500,000 Disease Policy Limit

Umbrella Liability Small Contracts:
\$1,000,000 Each Occurrence

Umbrella Liability Large Contracts: subject to the size of the contract

Professional Liability- Engineers, Architects, Surveyors Etc. \$1,000,000

4. The Sample Invoice provided on the District website shows the District was invoiced for 17 Home to School routes and 8 Individualized transportation routes. Pages 16 and 17 of the



RFP state that 23 route buses are required for Home to School routes which is much higher than the 17 being invoiced. Is the District adding six bus routes?

During the 2019-2020 academic year, we had 17 routes. After the Alameda fire (September 8, 2020), which burned over 2,500 homes in our county, 710 of our students were displaced. Many of our families have decided to stay with us while the rebuilding takes place. While we are not 100 percent sure of how many of those families will be back next year, 19 is the number of routes needed to transport all the students back from their current homes. Please, see amendment one (1) to the original RFP. This might change according to enrollment.

5. The Sample Invoice provided appears to indicate that the current transportation contract has fuel price protection language, which is not in the current RFP. Please confirm the fuel protection in the current contract is being eliminated.

See Amendment 2 of this addendum.

Contractor agrees to pay for all fuel as a rate based fee; provided, however, that Contractor should propose a fuel “price cap” as part of Contractor’s Total Cost Proposal. The price cap will be the amount per gallon that Contractor proposes to include fully in its rate-based fee, with the understanding that fuel costs above the price cap would be split equally between Contractor and District. Contractor’s Total Cost Proposal should include an explanation as to how any such price cap is factored into the Total Cost Proposal.

6. How many wheelchair students have been on each of the Individualized routes or how many wheelchair students are there in the district?
Currently, we transport 8 students that use wheelchairs. 2 of these students share a route.

7. If there is a lease agreement for the District facility, can we have a copy of it? If no lease exists, can you tell us what the monthly rent would be in each of the next five years and who is responsible for utilities, property maintenance, building insurance, etc? Is the facility furnished? Does the district provide a phone system, phone service, internet service, etc.?
The original lease agreement can be found in our district website (Please notice current fee below):

<https://www.phoenix.k12.or.us/domain/1058>

The monthly rent is currently set at \$4,000 per month. This amount will change

- Maintenance - District
 - Insurance - Lessee holds additional liability insurance in the amount of \$1,000,000 - The District holds the property insurance.
 - Is facility furnished - The current contractor remodeled the facilities and added furniture.
 - Phone systems and Internet access - Paid for by contractor.
 - Property taxes - Paid by contractor. The 2020 property tax bill was \$3,967
 - Security cameras - Paid for by district
8. Page 21, section 11, can the District provide us with the route times, mileage and ridership for each route?
Route times are included in the Bus Routes Summary posted in the website.



<https://www.phoenix.k12.or.us/domain/1058>

9. Page 23, section 2.a, we request that the district remove the word "student" from the first sentence. We have hired some exceptional Managers with other types of transportation experience such as transit, paratransit and logistics. We find that requiring only student transportation experience limits the field of potential candidates to mostly the existing Managers in the field and exclude s promising candidates with very strong and valuable skill sets. The District would still have approval of the appointment.

We agree to make the change. Please see Amendment 3 above.

10. Page 31, section L.1, does the District provide the fuel for the Type 10 vehicles?

YES

11. Page 31, section L.1, will the District's insurance be primary when District drivers are driving the Type 10 vehicles? Will the District insure for all claims against District drivers driving the Type 10 vehicles? The RFP states the District will insure for property damage and the negligent acts of District drivers but not every at fault accident involves negligence.

The district insurance is primary when a district employee is driving. The District will insure for property damage when a District employee is using the vehicle.

12. Page 32, section B, will the District accept alternate bids that offer cost savings?

Alternative bids can be provided, but all sections within this RFP will need to be included in the proposed bid. In order to be able to accurately compare proposed bids, the bidders will need to include all forms and sections as required by the RFP.

13. On page 35, the O.D.E. report shows there are 361 middle school bus riders and 202 high school bus riders or 563 combined. The total of 563 divided by 17 Home to School bus routes is an average 33 riders per bus. Page 16 of the RFP states that 81 passenger buses are to be provided. Page 44 of the RFP shows three 84-89 passenger buses and twenty 65-78 passenger buses as the mix for Home to School route buses, which seems more in line with what the District needs for efficiency and which will minimize cost to the District. Since the district doesn't appear to need 81 passenger bus capacity on all routes and the cost to purchase and operate 65-78 passenger buses is much lower than 81+ passenger buses, would the district consider simply requiring that throughout the term of the contract the Contractor must provide buses with sufficient capacity to meet the needs of the District?

Please see Amendment 1 and Amendment 4 above.

We only use the 80+ passenger buses for field trips, athletic events, etc. They are not used for home to school unless they are needed to supplement the home to school program for reasons beyond our control.

14. Pages 40 and 41, are the billable hours of service calculated as "gate-to-gate" from the District facility and do they include time for the driver s' pre-trip and post trip bus inspections?

YES – In the past we have called this “turn-key to turn-key.”



-
15. Page 42, is the district currently having the Contractor maintain district-owned vehicles? If so, can you provide a list of the vehicles with year, make, model, mileage and fuel type?
YES – Check our website details on “district-owned” vehicles’ information/
<https://www.phoenix.k12.or.us/domain/1058>
16. Please provide the staffing for the current operation, i.e., how many of each staff position.
1 Location Manager
1 Operations Clerk and dispatcher
1 Technician In-Charge (On-site TIC)
of drivers to match current routes
17. Is the District experiencing a driver shortage? If yes, how long has there been a shortage and how severe is it?
YES – This is the first year that we have had a shortage
18. Are the Drivers of the current Contractor represented by a labor organization?
NO
19. Can you provide the current driver pay scale?
YES – It can be found in the District’s website:

<https://www.phoenix.k12.or.us/domain/1058>
20. How many buses normally operate for summer or extended year programs and for how many days?
2 Buses – 65-78 Capacity. Normally during the month of July. This year, the size of the summer program has increased, and we will run more routes than previously. The summer program is still in the planning process.

Summer program bus routes for 2018/2019 are posted in our website:
<https://www.phoenix.k12.or.us/domain/1058>
21. How many Bus Monitors were needed in 2018 -19 and is this likely to be similar for 2021-22?
8 Regular monitors and 1 substitute. YES - It is likely to be similar.
22. Please provide the number of extracurricular and athletic trips provided in the 2018-19 school year and the total amount billed for these trips. Please provide the raw totals prior to any in-kind donation .
The 2018-19 Activity reports can be found in the District’s website at:

<https://www.phoenix.k12.or.us/domain/1058>
23. Please provide a copy of the agreement with the current provider including all amendments and addenda.
This can be found in our district website



<https://www.phoenix.k12.or.us/domain/1058>

24. How are the District's McKinney-Vento students transported currently?
We cooperate with other districts and transport a number of students while other districts transport some of our students. Our MKV coordinator works collaboratively with the Contractor and other districts to make sure all routes are covered.
25. Can we be provided with the First Student labor agreement?
We are not in possession of such agreement.
26. N.2. Termination or Suspension of Contracted Services, page 14 – The district may terminate the agreement without cause with 180 days' notice. Question: Can the contractor also have this ability?
NO
27. 4. 2. Fleet Size, page 16 – For the required (10) ten type A buses, how many are required to have a wheelchair lift?
We currently have 8 with a lift, 1 without it. This seems to meet our needs.
a. How many wheelchair positions are required?
Current fleet has buses with no more than 3 wheelchair seats. There are also 5 buses with track sitting wheelchair adjustable.
b. How many car seats and harnesses are needed?
Currently, there are 4 to 5 harnesses, and 3 spares, and 4 dropdown booster seats.
28. 4.4 Fleet Size, page 17 – What is the passenger capacity requirement for the three (3) type 10 non-conforming vans? Are these the activity vans?
9 Passengers plus 1 driver. Please, refer to note on page 17 of RFP. This note refers to Oregon Law in regards to type 10 vehicles.
29. 4.7. Fleet Size, page 17 – Video and Audio Monitoring Equipment – How many cameras are required on each type of bus/vehicle?
As per stated in the RFP - All buses used under this contract (including spares) will be equipped with high-quality digital video and audio monitoring systems. Audio and visual coverage should capture riders during seat time and loading /unloading of the bus to capture driver interactions with students, parents, and staff. While we do not have a minimum requirement, the interactions stated should be captured by the cameras included in all buses.
30. Do any routes require a monitor? If yes which routes?
Yes, special education routes.
Can we be provided with the total number of activity/field trips, total billable hours and total mileage per trip for the 18-19 school year?
Yes, monthly reports can be found on the District's web page
<https://www.phoenix.k12.or.us/domain/1058>
31. VIII Terms and Conditions – A1f Fee Reduction, page 32 – What was the total dollar amount of fees reduction for the past three years?
None - FIXED COST FEE section has been removed. Please, refer to Amendment 9



32. D. 2. Qualifications of Management 2 & 5, page 48-49 - Would ask that the district reconsider the request to identify the location manager and other key personnel? We promote from within our organization and we would not post these positions until after the contract award. Would the district accept our job description for all proposed key positions as listed in the proposed organizational chart?

See Amendments 5, 6, and 7

33. E. 4. Qualifications of Drivers, page 49 – Can this question be limited to the state of Oregon?
No, drivers experience in other states can be considered, however, drivers must be trained according to State of Oregon requirements.

34. Should we experience another pandemic during the contract term, will the district compensate the contractor for any costs?

If an extraordinary circumstance arises during the term of the contract, the District will be willing to negotiate concessions where appropriate and in the best interest of the District.

35. Will proposal pricing results be opened and read aloud on May 12th at 2:00 pm?

No, however, the proposals will be opened at 2:00 PM on May 12th, and the names of the proposers will be read out loud.

36. Would the District consider making reasonable accommodations for equipment and personal staff/driver vehicles as the current facility will not be able to accommodate the increase of equipment?

YES, if the current facility is not able to accommodate the increase of equipment.