

Questions and Answers for Proposal to Operate Butte Regional Transit (BLine)

Tuesday January 22, 2019

Answers not yet obtained or determined are marked as **Forthcoming**

Section 1 page 1 - Please confirm that contract extensions will be mutually exercised given that many economic conditions can change by that time. The draft contract Section 2 states that options are at BCAG's sole discretion "and upon agreement with Contractor."

Answer: Mutually exercised extensions are confirmed and will be stated in executed agreement for services.

Section II page 1 - Please clarify the fleet count: 67 or 59. Page 1 notes the following, "B-Line owns a fleet of 67 revenue vehicles including thirty-three (33) ... transit buses, twenty - six (26) Paratransit vehicles." and Attachment A-3 shows a total of 59 vehicles not 67.

Answer: The fleet count is 59.

Item 11 page 11 - Please clarify whether the DBE goal is 1.28% (page 10 and page 14) or 1% (Exhibit B page 12) for the contract. Please provide a listing of current DBE vendors and their contact information so that they have an opportunity to continue serving Butte County.

Answer: The DBE goal is 1.28%. DBE vendors under current contract are as follows:

Bearing Belt Chain

1713 Park Ave

Chico, CA 95928 530-343-6025

Ben Toilet Rentals

PO Box 1198

Gridley, CA 95948 530-491-4330

Brake Parts Supply

3861 Benatar Way

Chico, CA 95928 530-893-4545

Browns Towing

727 Cedar St

Chico, CA 95928 530-345-6333

Brower's Tow Services

1750 Wyandotte Ave

Oroville, CA 95966 530-533-8102

Chico Immediate Care

376 Vallombrosa Ave

Chico, CA 95926 530-891-1676

Chico Mobile Air

151 East Park Ave

Chico, CA 95928 530-891-5680

Collier Hardware
105 Broadway
Chico, CA 95928 530-342-0195

FTI Diesel Electric
PO Box 6298
Oroville, CA 95966 530-693-4581

Guy Rents
1720 Nord Ave
Chico, CA 95928 530-343-0219

IMPERIAL SUPPLIES
P.O. BOX 23910
GREEN BAY, WI 54305 920-497-5413

Indoor- Outdoor Self Storage
4514 Pacific Heights Rd.
Oroville, CA 95965 530-534-6410

Industrial Equipment
830 Cherry Street
Chico, CA 95928 530-893-2125

Midway Truck Center
2266 Park Ave
Chico, CA 95928 530 895-8455

Miller Glass Inc
745 Cherry St.
Chico, CA 95928 530-343-7934

Mt. Shasta Spring Water
1878 Twin View Blvd
Redding, CA 96003 530-246-8800

Original Pete's
2495 Carmichael Dr.
Chico, CA 95928 530-891-0611

Sharps Locksmithing & Garage
2200 Myers St.
Oroville, CA 95966 530-533-5713

Story Heating and Air
609 Entler Ave Suite 2
Chico, CA 95928, 530-899-9293

Tehama Tire Services
2606 5th Ave.
Oroville, CA 95965 530-533-0463

Thomas Hydraulic
530-345-7171

White Glove Cleaning Service
3147 Chico Ave.
Chico, CA 92958 530-354-0582

E. Proposal Content and Format. 4) Personnel and Delivery of Services, Personnel - Page 15 - Please confirm that should a change in management be made within 24-month with the approval of BCAG that the noted penalties would not be applied.

Answer: This contract provision to be negotiated with successful proposer/bidder.

E. Proposal Content and Format. 4) Personnel and Delivery of Services, Personnel, b Operations – Page 16 - Software: Please describe, including manufacturer product name and version number, the scheduling and dispatching products in place. Reference is made to Trapeze and TripSpark products. If Contractor is responsible for any associated cost, please define and provide these costs for the past 12 months.

Answer: Forthcoming

E. Proposal Content and Format. 4) Personnel and Delivery of Services, Personnel, b Operations – Page 16 - Software: Please describe any additional modules in place to supplement the scheduling and dispatching system. For example, tools for call management, complaint management, rider communication via IVR or text, etc. If not in place, is BCAG looking to add any of these.

Answer: Forthcoming

E. Proposal Content and Format. 4) Personnel and Delivery of Services, Personnel, b Operations – Page 16 - Software: Please indicate whether these products are hosted by the Client, software manufacturer or if the Contractor would be required to provided hosting services.

Answer: Forthcoming

E. Proposal Content and Format. 4) Personnel and Delivery of Services, Personnel, b Operations – Page 16 - Hardware: Is there a requirement for integration of tablets, signage, passenger counters with the dispatching system?

Answer: There is no requirement for integration of hardware as stated. At the discretion of the proposer/bidder, this may be a proposed element.

E. Proposal Content and Format. 4) Personnel and Delivery of Services, Personnel, b Operations – Page 16 - Driver Training - Please clarify the new driver training requirement - 120 hours or 180 hours. Page 16 indicates 120 hours and Scope of Work page 6 Section H indicates 180 hours

Answer: The new driver training requirement is 120 hours

E. Proposal Content and Format. 4) Personnel and Delivery of Services, Personnel, f Vehicle and Facility Maintenance Please provide the last 12 months history for major component replacement and repair for the Agency provided fleet.

Answer: Major Component Repairs is estimated and summarized as follows:

December 2018: Rear Main Seal and EGR Repair - \$10500 veh. 1104

November 2018: Transmission Repair - \$3700 veh. 1301

October 2018: Transmission Repair - \$2800 veh. 1102

Particulate Trap - \$1800 veh. 1101

Transmission Repair - \$3700 veh. 1303

September 2018: Transmission Repair - \$3700 veh. 1304

August 2018: No Major Component Repairs

July 2018: Transmission Repair - \$3700 veh. 1310

June 2018: Engine Repair – \$7000 veh. 108

Head sign Repair - \$1500

May 2018: Transmission Repair – \$3400 veh. 1312

April 2018: Transmission Repair - \$3500 – veh. 1309

March 2018: Transmission Replacement - \$8200 – veh. 1106

February 2018: Engine Repair -\$5200 – veh. 812

Engine Repair \$5900 – veh. 109

Engine Rebuild \$24000 – veh. 081

January 2018: No Major Component Repairs

Page 21 - Utility pay rates - The RFP notes that Utility wages start at \$12 per hour with an annual 2% rate increase. Unfortunately, this will not keep up with the CA minimum wage requirements that include a \$1.00 per hour increase to the current \$12.00 minimum wage each January until the rate is \$15.00 per hour in 2022.

Answer: This contract provision to be negotiated with successful proposer/bidder to appropriately reflect California minimum wage standards.

Attachment A3 - Please provide an estimated vehicle replacement schedule for the full term of the contract and option years. This will help in reducing expected maintenance costs

Answer: This information is contained in Addendum #2.

Attachment A1 - Please provide the revenue service hour definition for fixed route and paratransit services. each of the services listed in the RFP. Attachment A1 includes a definition for fixed route services but not for Paratransit services.

Answer: Paratransit revenue service hour carries the same definition as fixed route revenue service hour.

Attachment A3 - Please provide additional information on the Agency provided fleet to include engine type and average miles operated per year. Please advise if the contractor is required to provide any items on the bus [fareboxes, radios, MDT, etc].

Answer: As shown in Attachment A-3, the fleet consists of vehicles with Compressed Natural Gas, Diesel and Gasoline engines. All vehicles entered service as new vehicles and in the model year stated. Average yearly miles can be determined by dividing the number of miles stated by the

years in operation. BCAG provides the items on the bus as stated above. The Contractor is responsible for coordinating arranged install or repairs.

Attachment A3 - Does the Agency have a vehicle replacement schedule that can be shared? Any new buses in the process of being procured for either replacement or expansion?

Answer: The vehicle replacement schedule provided in Addendum #2 identifies those vehicles due to be replaced and are either on order or in production.

SAMPLE Contract page 13 - 49 U.S.C § 5333(b) under the Federal Transit Act (also referred to commonly as "13c") - Please confirm that there are no outstanding employer liabilities that would carry over from the current contract to the new Contractor that need to be accounted for. In some cases, there are underfunded pension programs that cause a financial concern.

Answer: Confirmed.

SAMPLE Contract page 19 - During the transition, please confirm BCAG will provide office space and training buses for the Contractor to use

Answer: Confirmed

SAMPLE Contract page 5 - Please provide copies of the last three months of invoices from the Contractor.

Answer: This is not relevant to the provision of a proposal.

SAMPLE Contract page 5 - Insurance invoicing - Please clarify the items billed separately are for Insurance Policy and not associated claims/repairs. Please clarify whether Insurance should be included in C-1 pricing and Revenue Hour rate calculations or reported elsewhere since invoiced separately.

Answer: Vehicle insurance is billed separately to BCAG and is not associated with claims/repairs. C-1 will be modified by Addendum No. 4 to include a place for separately billed insurance.

SAMPLE Contract page 6 - Please confirm and clarify who is responsible for the cost of Major repairs. The draft contract indicates these costs are treated as a pass-through expense while the Scope of Work page 9 implies the Contractor is responsible for these costs

Answer: The "Contractor is responsible" is meant to state the Contractor manages and coordinates the repair. The cost of the "major" repair is borne by BCAG.

SAMPLE Contract page 7 - Request that termination for default include a minimum thirty (30) day cure period allowing the contractor the opportunity to correct the concern.

Answer: This would be an "Opportunity to Cure" contract provision and will be negotiated with the successful proposer/bidder.

Exhibit B – Page 17 - Please clarify any Bond requirements. Is a Bid Bond required and if so, for what value? Since this is not a construction contract, is a Performance Bond required? If so, for what amount? Historically if an Agency has a performance bond we have seen transit Performance Bonds around 10%-25% of the first year contract value.

Answer: There will be no bid or performance bond. Bonding requirement will be set forth in an Addendum #4.

Exhibit C-1 - On page 21 section 5 indicates Contractor should provide cost information for each year including the option years. However, the C-1 Price Sheets do not include Option Years. Please provide an updated C-1 Excel spreadsheet that includes all years including the option years.

Answer: *Exhibit C-1 will be modified by Addendum with language to clarify limitations on option years 6-9.*

Form C-1 - Price Form C-1 - Request BCAG consider changing the billing structure to a Fixed monthly and Variable Revenue Hour format. There are many costs the contractor is responsible for that do not change with changes in service level. These include management, staffing, facility maintenance.

Answer: *This will be negotiated with the successful proposer/bidder.*

RD2 - Page 2 - Property Insurance - Please provide a full listing and replacement values for of all equipment, furnishings, and facility that the Contractor is required to insure under this policy.

Answer: *The current stated limits requested in RD2 are adequate to cover all those items the Contractor will be responsible for.*

RD2 - Page 2 - Request the second paragraph, 'Should Contractor maintain insurance with broader coverage...', be deleted. The City has prescribed specific, large coverage levels and the Contractor should not be required to increase these levels. Increased levels increase potential costs and risks to the Contractor that are not included in the rates quoted for this contract.

Answer: *Insurance coverages are not expected to exceed property values.*

RD2 - Page 2 - Request the additional insured language in the 6th paragraph to "claims specifically arising under this Agreement" and request any 'waiver of subrogation' be limited to "extent that covered claims or damages are caused by Contractor's own negligence or willful misconduct."

Answer: *This contract provision to be negotiated with the successful proposer/bidder.*

Scope of Work I – A.2. d) - Please provide the current call volume, broken down by weekday, Saturday and Sunday to include hourly levels if possible. Please provide phone report for the last 3 months to include daily call levels for each month. Please include received, dropped, hold times, reservations, FR information, etc.

Answer: *Forthcoming*

Scope of Work I – A. j – Page 1. Please confirm 'normal operating hours' refers to all hours service is provided 5:30am - 10pm weekdays, 7am - 10pm Saturday and 7:50.am to 6pm Sunday

Answer: *Confirmed*

Scope of Work I – D Page 1. Hardware: Please describe the manufacturer make and model of any equipment currently in use or planned for use on the vehicles including cameras, safety/security systems, routers, signs, passenger counters, tablets and fare boxes. The RFP references an ITS system, please provide details on this system.

Answer: Revenue vehicles are equipped with Hanover head signs, Apollo cameras and associated mobile DVRs and RsM software. GFI fareboxes and Ranger routing units in cutaways. Resources are not currently available to report the exact make and model of all the above stated. There is no ITS system beyond the above stated equipment.

Scope of Work II.A – Page 3. Special Services - Please clarify whether these 'special services' that are required up to 4 hours per month are for operating a bus to include a driver, or whether these are staff hours participating at events

Answer: Special Services occur on a case by case basis and are negotiated between the Contractor and BCAG and include a driver for operating a revenue vehicle.

Scope of Work III.C – Page 3. Key Personnel - Would BCAG consider requiring only the General Manager be named as the key leader of the team recognizing that many of the other managers currently in place might be interested in remaining with the service however are unable to be named within other proposals.

Answer: No.

Scope of Work III.M – Page 7. Please provide a list of all the positions currently provided by the contractor for this operation. Please indicate whether these positions are 100% dedicated to this contract. We intend to hire as many of the existing employees as possible per CA Labor Code Section 1070. In order for us to ensure that they make at least as much, or more than they do now, please provide a seniority list for the current employees for this contract, and indicate position, full time or part time, length of service, and current rate of pay. Please provide information regarding the current benefits and co-pays for the current employees to include drivers and staff. Please include as many specifics as possible.

Answer: Additional information regarding current employee wages and benefits is included with addendum and is in addition to Reference Document 9 (RD9) Collective Bargaining Agreement in Addendum #4. Current pay scales for specific employees and positions of seniority will be included in the final negotiated agreement with the successful proposer/bidder.

Scope of Work III.M – Page 7. Please confirm that should service changes that require operating service longer hours in a given day that rates will be negotiated to cover staffing and servicing hours of the day not previously serviced

Answer: This contract provision to be negotiated with the successful proposer/bidder.

Scope of Work III.V – Page 12. Are there any remaining warranties for the fleet or provided equipment?

Answer: All new or recently purchased equipment with construction of facility and affiliated with the shop, fueling and bus wash building are recently out of or set to expire in 6 to 12 months. Proposer should assume all equipment to be out of warranty. Recently

purchased and delivered 6 cutaway vans are new and bring standard manufacturer warranties. 8 recently delivered Gillig buses are in the middle of or nearing the end of their warranty period. No further detail can be provided at this time.

Scope of Work VII. Operations and Maintenance D. – Page 13. Please provide the name and contact information for any vendor/contractor used for maintaining any aspect of the facility for which the contractor is responsible

Answer: **Forthcoming**

Scope of Work VII. Operations and Maintenance D6. – Page 15. IT: Is the Contractor able to segment a separate VLAN off the Agency internet service?

Answer: **Yes, at the expense of the Contractor.**

Scope of Work VII. Operations and Maintenance D6. – Page 15. IT: **Answers embedded in questions** What up/down bandwidth is available to the Contractor on the Agency internet service? **30M/30M.** IT: Please confirm Contractor can install their own managed router and switch for segmented VLAN. **Yes, however it will need to be coordinated with BCAG IT (Ray Morgan and Company - RMC) and will be at the expense of the Contractor.** IT: Please provide detail on the office/facility phone and internet lines/connections in each work area. **All offices and work spaces are equipped with these services.** IT: Does the Contractor need to provide any network cabling or facility IT upgrades? **Yes, if the contractor believes the existing services are insufficient. Any upgrades will be at the Contractor's sole expense."** IT: Is there rack space available for Contractor servers, switch, routers, etc? **There is some room, however, this will need to be coordinated with RMC at Contractor's expense and will be dependent on perceived additional need by Contractor.** IT: Are there any non-standard system applications that need to be installed on Contractor's workstations? **Not that BCAG is aware of.** IT: What systems, applications or on-bus technology does the Contractor need to provide computers or servers for? **Forthcoming.** IT: Please provide information on the Agency provided telephone system to include make/model, number of units and tools available (phone queue, voicemail, recording, etc). **Sixty – five (65) Crexendo Ride the Cloud Gigabyte IP phones throughout with full suite of tools available as stated above in question.** IT: Call Recordings – Are Contractors required to make call recordings available to the Agency? HIPAA regulations raise concerns in this area and may require a very controlled process. **Yes. Any privacy protections to be negotiated with the successful bidder.** IT: For the Agency provided telephone system, are there Service Level Agreements (SLA), Business Continuity Plans (BCP) or Disaster Recovery (DR) plans that Contractors need to follow? If so, please provide copies. **Yes, however, resources are not available to gather these and make available. They will be made available to successful proposer/bidder during negotiation of contract.** IT: Are there any current challenges or concerns with provided technology that need to be addressed? An example might be the system lacks capacity for anticipated growth. **Not that BCAG is aware of.** IT: Please provide a diagram of the Technology landscape showing applications/services, who uses each, are they on a server or in the cloud, etc. **There are two MDF/IDF rooms that were shown during the Pre-Bid meeting. All current applications and services are provided on servers that were present in those 2 rooms.**

Scope of Work VII. Operations and Maintenance F Environmental - Page 15. Please confirm that the Contractor will be indemnified for any previous environmental concerns and that an environmental inspection of the facility will occur during the transition. Suggested contract

language: 'Environmental Indemnification: BCAG will be responsible for and agrees to indemnify, defend and hold Contractor harmless from any Environmental Conditions, as defined below, that existed on, in or under the Facility prior to when Contractor moves into the Facility. Contractor will be responsible for and agrees to indemnify, defend and hold BCAG harmless from any Environmental Conditions on, in or under the Facility caused by Contractor during the term. The term "Environmental Conditions" means conditions where hazardous materials (as defined under applicable federal, state or local laws) are present to the extent that any reporting, remediation or other action is required under any such federal, state or local laws. References to "laws" hereunder includes all regulations, guidelines and other requirements thereunder, as amended and supplemented from time to time. '

Answer: This contract provision to be negotiated with the successful proposer/bidder."

Scope of Work IX. Materials and Equipment Requirements C. Fare Collection Equipment – Page 18

What type of fareboxes, if any, are provided in the Paratransit vehicles?

Answer: Same as Fixed Route – GFI.

Scope of Work XII. Fare Collection and Sales. – Page 21. Please confirm that 'deposit daily' only requires weekday pickup/transport of fares by and Armor Car company and that weekend pickups are not required.

Please provide the name of the current Armor Car company used.

Please provide three (3) months of fare reports listing the daily money collected/deposited by day of month and separate coin and cash amounts

Answer: Confirmed for first sentence of question. Remainder of question not relevant for bidder in order to provide a proposal.

Scope of Work XIV. Service Changes – Page 23. The Scope of Work notes BCAG may change Revenue Hours by 20% before renegotiation of rates. The renegotiations can result in an increase, decrease or no change in the rates. However, Section 3 of the draft contract sets the trigger at 10%. Please clarify. 20% is a very high level if payment is strictly Per Revenue Hour.

Answer: Addendum #4 issued stating 10% as the limit for negotiation.

Scope of Work XV. Project Management E. Incentives. Page 25. Please provide a listing of any performance penalties charged or incentives earned over the past 12 months. Please clarify if the performance penalties damages listed in the RFP differ from the current contract.

Answer: There have been no penalties assessed or incentives rewarded.

Scope of Work XV. Project Management E. Incentives. Page 25. Would the agency consider postponing Performance Penalties during the first 90 days of the new contract period for a new contractor?

Answer: Yes, on a case by case basis.

Scope of Work XV. Project Management E. Incentives. Page 25. Please provide the actual performance for each performance standard, by service, listed by month for the past 12 months

Answer: BCAG does not have this information in a prepared format.

Scope of Work XVI. Project Operations Records and Reports. Page 29. Please provide copies of the last three months of management reports from the Contractor.

Answer: This is not relevant for proposer/bidder in order to provide a proposal.

Additional Questions not specific to Scope of Work Location:

Please provide the current rates paid to the existing contractor for variable and fixed costs. Also, please indicate the total amount paid to the contractor for the last fiscal year.

Answer: There is one rate for both fixed and variable costs for provided service hours and the current rate is \$61.11. The total cost paid to the contractor in FY 17-18 for all services is \$7,040,656 and was based on \$59.85.

Currently there is reduced service due to the Camp Fire. Please confirm the volume of revenue hours for Year 1 remains estimated at 60,492 Fixed Route and 35,000 Paratransit. Please provide the current monthly revenue hours for both Fixed Route and Paratransit for each of the last three months.

Answer: Volumes as stated are confirmed. The last three months of revenue hours are not relevant for bidder in order to provide a proposal.

Please provide/confirm the current revenue miles and hours; current deadhead miles and hours; and current total miles and hours for these services for each month of the past 12 months.

Answer: BCAG does not have this information in a prepared format.

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.

Answer: BCAG does not have this information in a prepared format.

Please provide detailed information for each Fixed Route to help with blocking and scheduling. Please include deadhead hours and miles, number of buses currently used on each route, pull-out and return-to-yard times, etc.

Answer: BCAG does not have this information in a prepared format.

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.).

Answer: Yes.

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

Answer: Yes.

Does the Agency have any requirements regarding support vehicles? Type, number, age limit, fuel type. How many are currently being supplied by the contractor?

Answer: This is not relevant for bidder in order to provide a proposal.

What is the current level of productivity for each of the services? If available, please provide for weekday, Sat and Sun by service.

Answer: BCAG does not understand what is meant by "productivity" and does not impose a standard or criteria defining the subjectivity of "productivity"

How many years has the existing contractor held this contract including extensions?

Answer: 7 years.

Please provide a copy of the current contract for these services.

Answer: To be included with Addendum

Who handles passenger certifications? Please describe any responsibilities the contractor has for this process.

Answer: BCAG manages eligibility, approval and certification of ADA applicants. Contractor inputs client information into Trapeze software.

At various times, state, federal, and local governments change laws, rules and regulations which require a company to increase the wages or benefits for the employees that will be employed under this contract. If such an event occurs during the term of the agreement, how will the agency respond for a request for increased compensation. For example, the recent Affordable Care Act legislation significantly affected the level and cost of medical coverage for employees. Since these events cannot be anticipated and the costs are so significant, we need to understand the risk associated with such laws, rules or regulations.

Answer: Relevant contract provisions to be negotiated with the successful proposer/bidder.

Please clarify whether the Agency provides the office furnishings to include desks, chairs, filing cabinets, tables, etc.

Answer: Yes, this is provided by the Agency.

Request that Indemnification language be updated to include the following - limit to "gross negligence" and to exclude "passenger-upon-passenger violence; routing; or Contractor's good faith adherence to Customer's policies, procedures or directives" in addition to BCAG'S negligence or willful misconduct.

Answer: Relevant contract provisions to be negotiated with the successful proposer/bidder.