



ROWLAND UNIFIED SCHOOL DISTRICT  
1830 S. NOGALES STREET  
ROWLAND HEIGHTS, CA 91748

**ADDENDUM 1**  
STUDENT CHARTER BUS & SHUTTLE TRANSPORTATION  
SERVICES  
RFP No. 2021/22 (R7)

MAY 12, 2022

TO ALL PROSPECTIVE BIDDERS:

Note: *The following Addendum shall become part of the contract documents, and the bidder shall provide for all work as required by this Addendum. Acknowledge receipt of the Addendum on the Bid Proposal Form.*

**Specifications/Clarifications:**

1. The bid due date has been changed from May 17, 2022, to May 20, 2022, no later than 10:00 a.m. Submissions must be delivered to the Purchasing Department, Rosana McLeod, Director of Purchasing, 1830 S. Nogales St., Rowland Heights, CA 91748.
2. **Question:** Page 5, Contract Extension section, will the District consider making the annual extensions subject to the mutual consent of both parties? Since the District is asking the Contractor to extend the contract at an unknown price for subsequent years, the Contractor should have the right to refuse an extension if the pricing is not satisfactory.

**Answer:** The District will contact the Contractor for an extension letter in May of every renewal year for the Contractor to provide any escalation cost for yearly renewals.

3. **Question:** Page 5, Contract Extension section, states the Contractor is to request an increase that is a "nominal amount and not excessive as measured by local conditions. A price increase shall be justified by vendor and proved by submission of economic data from independent sources." This statement seems to conflict with the rate increase methodology stated in the next section, "Extension Rates" which states that the rates will be adjusted up or down annually and "Rate increases shall not exceed the non-deficit Revenue Limit Cost of Living Allowance (COLA)...". Please provide the COLA increases for the last 4 years so as a bidder we can have a historical perspective of what we can expect for annual increases.

**Answer:** COLA for the Past 5 Years

	17-18	18-19	19-20	20-21	21-22
COLA	1.56%	3.70%	3.26%	0%	5.07%

4. **Question:** Page 5, Extension Rates, COLA increases do not appear to keep up with the actual costs of a transportation operation. The tightening labor market for drivers and legislation

such as minimum wage laws and fuel tax increases are examples of how our actual costs increase far more than COLA increases may provide. If the bid specifications remain as is in this area, we will need to raise our base bid price to compensate for the low annual increases that might be forced upon us in years 2 through 5. As an alternative, would the District allow bidders to state their Year 1 prices and then state the percentage increase their prices will be subject to in years 2 through 5 if the District elects to extend the contract for those years?

Answer: The District will contact the Contractor for an extension letter in May of every renewal year for the Contractor to provide any escalation cost for the yearly renewals. The Contractor may state the percentage increase at that time.

5. **Question:** Page 8, Liability Insurance, can the sexual abuse coverage be provided as a separate policy and not included within the general liability policy as long as the coverage limits are the same?

Answer: Yes, the sexual abuse coverage may be provided as a separate policy as long as the coverage limits are the same.

6. **Question:** Page 10, Contractor Refusal to Provide Service, if the District intends to award each bid category to more than one Contractor, in recognition that one Contractor may not be able to provide all requested trips, we request that the following words from the end of this section be deleted or stricken "...or be charged the difference between their bid price and the price actually paid by the District for the refused trip." Or, perhaps this penalty would only apply if a Contractor accepts a trip request from the District and later informs the District it cannot provide the trip?

Answer: The penalty will only apply if the Contractor accepts a trip request from the District and later informs the District it cannot provide the trip.

7. **Question:** When does the District intend to award contracts?

Answer: The District intends to award the contract on June 8, 2022.

8. **Question:** Does the District intend to award each of the 5 bid categories to one Contractor or multiple Contractors? For example, page 17, line 3B.7, will the School Bus Charter work be awarded to one Contractor or multiple contractors?

Answer: The District intends to award the contract to multiple Contractors to help alleviate the student transportation needs of the District.

9. **Question:** Please provide historical and/or estimated information on the following:

Answer: Due to COVID over the past years, we are unable to provide an estimate. Hop Skip Drive has been performing this type of service with 2-3 students this year.

- o Monthly ridership/number of students requiring supplemental or alternative transportation per month - Same answer as above

- Number of one-way trips per month - we generally do not schedule one-way tips. These are typically scheduled as round trip
- Average mileage per one-way trip - same as above
- Total trip mileage per month - this will vary on the students we transport and the school placement

10. **Question:** How often will contractors be required to share safety and performance data with the District? What type of data will be required?

Answer: Any new data or policy changes should be provided to the District at the beginning of the year and required to provide any updates.

11. In order to assist bidders in offering competitive pricing, can the District provide the following information:

Answer: Due to transportation having a new director, he has utilized new avenues and has only been using Hop Skip Drive.

- Current and/or previous alternative transportation vendor(s)
- Current vendor rates
- Sample invoices from previous and/or current vendor(s)

12. **Question:** Does the District require vendors to maintain their own primary insurance in addition to those of their drivers?

Answer: Please refer to pages 7 and 8 of bid documents

**Liability Insurance:** Contractor must carry a comprehensive general liability insurance policy with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage which may arise out of this Agreement in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability to be in effect during the term of the contract. If a form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the District, or the general aggregate shall be twice the occurrence. The policy shall provide coverage for sexual abuse allegations.

Contractor agrees to name District and its officers, agents, employees and representatives as additional insured under said policy and to provide an endorsement to this policy evidencing such.

In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Contractor will also provide automobile liability insurance with limits of Five Million Dollars (\$5,000,000.00) per occurrence combined single limit for bodily injury and property damage. All policy periods shall be continuous through the term of the agreement and shall be valid and non-restrictive for interstate travel.

If awarded a contract, Contractor(s) shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage within ten (10) days of award notification.

**Worker's Compensation Insurance:** Contractor agrees to procure and maintain in full force and affect Worker's Compensation Insurance covering its employees and agents adequate to protect them from Claims under Workers' Compensation Laws and from claims for damages for Personal injury, including death, and damage to property, which may arise from Bidder's operations under the contract while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Consultant participating under this Agreement, Consultant agrees to defend and hold harmless the District from such claim.

13. **Question:** As public funding often prohibits offshore outsourcing, does the District require customer support and dispatch staff to be located in the United States?

Answer: Bidders may NOT subcontract out any portion of the work to be provided under this contract. Page 6.

*Rosana McLeod*

Director of Purchasing