



# COVINA-VALLEY

UNIFIED SCHOOL DISTRICT

District Superintendent  
Richard M. Sheehan, Ed.D.

Board of Education  
Sonia Frasquillo  
Charles M. Kemp  
Sue L. Maulucci  
Darrell A. Myrick  
Richard M. White

January 20, 2016

## ADDENDUM NO. 1

TO: ALL BIDDERS

RE: BID NOS. 15-16-111, 15-16-112 AND 15-16-113 – ESGV SELPA SPECIAL EDUCATION PUPIL TRANSPORTATION SERVICES

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THIS ADDENDUM IS ISSUED AS PART OF THE CONTRACT DOCUMENTS FOR THIS PROJECT AND AMENDS ONLY THOSE ITEMS SPECIFICALLY DEFINED HEREIN. THIS ADDENDUM MUST BE ATTACHED TO THE INSIDE FRONT COVER OF YOUR SET OF SPECIFICATIONS.

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In preparing bids, the bidder shall take into consideration the following items. Information shown herein supersedes requirements issued under previous date.

### ITEM NO. 1:

Attachment B in Word for bids 15-16-111, 15-16-112 and 15-16-113 are enclosed with this addendum as well as available on the website for bidders.

### ITEM NO. 2:

Below is the list of questions received and corresponding clarifications with the exception of three questions we are still researching and will release with clarifications on Addendum No. 2:

1. It is important to know the number of miles involved in the scope of the RFB. While we understand that routes continually change, we need a “snapshot” of this information. Can you provide any further information concerning the total daily mileage of the routes?

**Clarification: This information is not available.**

2. For the summer school session in 2016, how many routes do you estimate will operate during the summer? How many were operated in summer, 2015?

Clarification: There were approximately 90 routes run for students of all districts of the SELPA. We do not have a breakdown that would apply to each separate bid. We do not have a estimate of routes expected for summer 2016.

3. With the potential for wide variations in fuel costs, a contractor has to price in the “worst case scenario” and anticipate that fuel prices will rise substantially over time. A way to avoid this would be for the District to provide a fuel escalator clause in the contract allowing price increases to the contractor’s rates when the price of fuel rises above a certain price point. Will the District consider this type of clause so that we may offer pricing that does not include this risk factor built in?

Clarification: Rates may be adjusted once per year in accordance with section 25 of the Agreement that is part of our bid documents.

4. The potential cost of liquidated damages in this contract is substantial. Please provide the amount of liquidated damages assessed to the current contractor in 2014-15 and in 2015-16 and provide the reasons for the damages.

Clarification: There were no damages assessed in 2014-15 or in 2015-16 to date.

5. In the new contracts, is there a maximum amount of liquidated damages that can be assessed for one route for one day?

Clarification: The damages that can be assessed are described in section 24 of the Agreement that is part of our bid documents. There is no maximum per day specified.

6. If a bidder bids on all 3 areas, is one bid bond sufficient or are 3 bid bonds required?

Each bid is a separate bid; therefore, each requires a separate bid bond.

7. Section 2 of the sample contract states that the District, at its sole discretion may extend the term for up to two additional years. Since a contractor needs to plan far in advance for items like property leases, vehicle utilization and routing licenses, will the District agree to provide six months advance notice of all extensions?

Clarification: At this time DISTRICT is unable to determine the amount of advance notice for any extension.

8. Section 17 of the sample contract states that the plan developed by the District and Contractor to provide services during a work stoppage or labor dispute must be part of any labor agreement. Since the labor organization would have to agree to the plan being part of a labor agreement, the contractor is unable to unilaterally insert it into the labor agreement. Will the District consider changing the language in the first sentence to “...and Contractor will use its best efforts to make said plan a part of any labor agreement between Contractor and Contractor’s employees”?

Clarification: Collective bargaining agreements are negotiated contracts and there can be no guarantee of union acceptance.

9. Please provide a copy of the pre-bid meeting sign in sheet.

Clarification: This will be provided by email to all who attended the pre-bid meeting.

10. Can an alternative transportation company bid on this RFP if they intend to use smaller vehicles, such as ADA compliant wheelchair minivans and sedans, using their own employees or affiliate subcontracted employees (not taxis)?

Clarification: Yes, see section 9 of the Agreement enclosed in the bid documents.

11. Can a school bus company subcontract with an alternative transportation company that utilizes smaller vehicles, such as ADA compliant wheelchair accessible minivans and sedans?

Clarification: Yes, see section 9 of the Agreement enclosed in the bid documents.

12. Do you require front and rear air conditioning?

Clarification: All buses are required to have air conditioning per item number 29 of the Agreement enclosed in the bid documents. All buses must be equipped with air conditioning in order to meet the health needs of students being transported. All buses must maintain a temperature between 68 and 75 degrees in the passenger area during all weather conditions.

13. Are all routes currently operated by one company?

Clarification: Yes

14. Can you provide a copy of the current vendor contract?

Clarification: Yes, you can find the current contract at this link:  
[http://www.cvusd.k12.ca.us/UserFiles/Servers/Server\\_117895/File/District%20Office/Departments/Business/Purchase/15%2016%20SY%20DOCUMENTS/Agreement%20First%20Student%20Transportation%2014%2019%20Signed.pdf](http://www.cvusd.k12.ca.us/UserFiles/Servers/Server_117895/File/District%20Office/Departments/Business/Purchase/15%2016%20SY%20DOCUMENTS/Agreement%20First%20Student%20Transportation%2014%2019%20Signed.pdf)

15. How much ahead of the start of the contract, August 1, 2016, will the student data be available to the selected vendor(s)?

Clarification: It is anticipated that the student information needed for routing will be provided to the vendor no later than the first week of July, 2016.

16. What is the quantity of buses currently being used?

Clarification: 99 buses are currently used

17. Will you allow the selected vendor(s) to use a subcontractor?

Clarification: Yes, see section 9 of the Agreement enclosed in the bid documents.

18. When do you expect to award these contracts?

Clarification: The contracts are expected to be Board approved on February 16, 2016

19. If a student has behavior difficulties and needs to ride on a bus alone, how is the vendor to handle the cost on this?

Clarification: At this time there are only 7 students riding alone to schools within our SELPA boundaries; this is due to routing difficulties by the current vendor. They are being transported on a van rather than a bus, at a substantially lower cost. There are approximately 14 other students transported on vans (individually or in small groups) because they are being transported to nonpublic schools outside of the SELPA boundaries. This is also at a substantially lower cost due to the vehicle size used. We would not anticipate that a vendor would send a bus to transport an individual student, but rather a smaller vehicle.

20. Are you willing to entertain combining the 3 bids into one contract?

Clarification: The districts have determined that they want 3 contracts to cover the 11 LEAs served by the bids

21. Section 14 item “ u”., of the Agreement requires all drivers to have access to and utilize up-to-date GPS. Something like Mobile Data Terminals are very expensive. Would the DISTRICT consider striking this requirement?

Clarification: Section 14 item “ u” is revised to read:

*All drivers, including substitute and stand-by drivers, shall be required to have access at all times to up-to-date Global Positioning System (GPS) technology to allow all drivers to monitor their location.*

Additional Clarification: There is no requirement in the Agreement to provide any specific equipment. A cellphone with GPS ability would suffice, for the driver to use as needed. It is the driver’s responsibility to pull over to a safe location, secure the vehicle before using the cell phone GPS abilities. Under no circumstances shall any driver use their cell phone for any purpose, including GPS, while the vehicle is in motion.

22. Can we get the Questionnaire in Word format?

Clarification: We are sending the Bid Questionnaire in Word format to all those who attended the pre-bid meeting.

END OF ADDENDUM