



COVINA-VALLEY

UNIFIED SCHOOL DISTRICT

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January 25, 2016

ADDENDUM NO. 3

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TO: ALL BIDDERS

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

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.

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

ITEM NO. 1:

Below is the list of questions received and corresponding clarifications:

1. Extension

Document Location: §IV; Att. C §2

District may extend the contract for an additional two years. Would District consider adding the following provision?

"Any extension shall be by written mutual agreement."

Clarification: At this time DISTRICT does not anticipate changing the language of section 2 of the Agreement that is part of our bid documents.

2. Termination

Document Location: Att. C §36

Would District consider adding a requirement for 30 days' notice of termination for cause and a requirement that District give a contractor ten days from the date of notice of violation to cure the problem? Would District consider changing the language in Section 36.C to permit either party to terminate for convenience with 90 days written notice convenience in the event contract conditions become unfavorable for either party?

Clarification: At this time DISTRICT does not anticipate changing the language of section 36 of the Agreement that is part of our bid documents.

3. Indemnification

Document Location: §II.V; Att. C §7

As currently written, the indemnification provision does not carve out an exception for FS should damages be caused by District, its employees, officers, agents or independent consultants. Would the District consider modifying this provision so that Contractor would be liable for only those damages they cause?

Clarification: At this time DISTRICT does not anticipate changing the language of section 7 of the Agreement that is part of our bid documents.

4. Force Majeure

Document Location: Att. C §11

The force majeure provision does not include strikes, labor unrest, etc. Would District consider adding the following words to the force majeure provision: "strikes, labor shortages, riot, war or any other condition or cause that is outside of Contractor's control"?

Clarification: At this time DISTRICT does not anticipate changing the language of section 11 of the Agreement that is part of our bid documents.

5a. Liquidated Damages/Penalties

Document Location: Att. C §24

Would District consider adding the following language to section 24? "In the event that District plans to assess liquidated damages for a violation listed in the contract, will District consider providing notice within 24 hours of the violation of the District's intent to assess liquidated damages?"

Clarification: Reference section 24 "g" in the Agreement that is part of the bid documents.

5b. Liquidated Damages/Penalties

Would District consider adding the following language to section 24?"No liquidated damages shall be assessed if a delay or failure is due to weather, road construction or traffic delays beyond the control of Contractor. District must inform Contractor within 48 hours of a listed violation of its intent to assess liquidated damages for such event and must bill for such liquidated damage within 31 days of its assessment. Failure to either timely notify or bill Contractor shall relieve Contractor of its obligation to pay liquidated damages for the particular event."

Clarification: At this time DISTRICT does not anticipate changing the language of section 24 of the Agreement that is part of our bid documents.

6. Insurance

Document Location: §II.W, Z; Att. C §5.a

District wants contractor to insure those persons who are indirectly employed by contractor or by a subcontractor. Indirect employment is not typically covered by insurance and any claim would likely be the subject of controversy. Would District consider deleting the words "or indirectly employed" from section five, subsection a?

Clarification: At this time DISTRICT does not anticipate changing the language of the Agreement that is part of our bid documents.

7. Operators and Employees

Document Location: Att. C §12, 14-16

District may request that contractor remove an employee from service under the contract. Would District consider adding language requiring that any request to remove one of Contractor's employees from service under the contract must be in writing, state the reasons for the request, and must not violate applicable laws or regulations?

Clarification: At this time DISTRICT does not anticipate changing the language of the Agreement that is part of our bid documents.

8. Changes in Law

Would District consider adding language to the contract to provide for rate adjustments if/when federal, state, or local laws change or impose additional equipment requirements other than those set forth in the bid specifications?

Clarification: Adjustment of Rates are addressed in section 25 of the Agreement that is included in the bid documents.

9. Unusual Circumstances

Would the District consider adding language that, In the event of unusual circumstances such as changes in state or federal taxes, laws or specifications, increased insurance or surety premiums or any other condition which causes any of District's operating costs hereunder to increase at a rate in excess of any negotiated escalation, the parties shall determine a reasonable and just amount to cover such increase?

Clarification: Adjustment of Rates are addressed in section 25 of the Agreement that is included in the bid documents

10. Is it the District's intent to award each contract to a different entity?

Clarification: Each bid will be reviewed separately and awarded a separate contract. Reference Section N, Bid Evaluation and Award of Contract in the bid documents.

11. Will the District consider awarding all contractors to the same contractor?

Clarification: Each bid will be reviewed separately and awarded a separate contract. Reference Section N, Bid Evaluation and Award of Contract in the bid documents.

12. Will students be attending schools in a district other than their district of residence?

Clarification: Reference Attachment D.

13. If so, and the two districts are not under the same contract, will there be any district plan to coordinate transportation between contractors?

Clarification: Each bid, which contains multiple LEAs, will be reviewed separately and awarded a separate contract.

14. Who will arrange transportation, the District of Residence, or the District of Attendance?

Clarification: Currently District of Attendance arranges transportation.

15. Who will be billed, the District of Attendance or the District of Residence?

Clarification: Reference Section 20 of the Agreement that is part of the bid documents.

16. If the District of Attendance arranges transportation, and District of Residence is billed, who approves the transportation/route?

Clarification: Reference Section 20 of the Agreement that is part of the bid documents.

17. Delivery Date – Will District agree to a cut-off date for student information for the start of school?

Clarification: No. Students enrollment in school is ongoing. It is not within the control of DISTRICT when a student enrolls.

18. Will District consider holding changes for the first week of school so that routes can stabilize and the contractor can determine which students are actually riding etc? So that contractor is not having to change students pick up and drop of times daily the first week as students are added to routes?

Clarification: No. Students enrollment in school is ongoing. It is not within the control of DISTRICT when a student enrolls.

19. Agreement: 8. Safety Program: Safety instruction including District employees assigned to accompany students on bus, must be scheduled to all District employees to attend, what would that schedule be? Are they available during the day?

Clarification: Arrangements will be made to enable DISTRICT employees assigned to accompany students on buses to attend necessary training.

20. I – Contractor to notify and obtain written approval of each change. Since adding a student to a route can potentially change each students' pick up or drop time, is District saying they need to approve each change on the route that is created by adding or deleting a student as requested by the District?

Clarification: Reference sections 20 and 26 of the Agreement that is part of the bid documents.

21. I: District to provide contractor with list of approved items to be transported w/students. Is this a list that pertains to all students, or will a list be provided for each student individually?

Clarification: Equipment may be student specific or general.

22. Process Route Changes Daily – As previously stated, adding or deleting students to a route may result in several changes on the route, if District is requiring that contractor obtain written permission form District for each change, how long will the contractor have to put the change into effect? How much time does a contractor have to start a new student?

Clarification: DISTRICT would like students to start transportation for a new student within 48 hours of notification. DISTRICT would like changes requested to occur within 48 hours of notification.

23. W: Transfer of student from one bus to another: Under what circumstances does the district anticipate students transferring from one bus to another? Would or could the transfer take place between two different contractor's vehicles? Between contractor and District vehicle?

Clarification: At this time we are not aware of any students who transfer from one bus to another or from vehicle to another

24. Z: Annual evaluations of drivers to be sent to District? Would that mean the SELPA office, or each District? Are they to be sent annually, monthly, daily?

Clarification: Reference section 14. "z" of the Agreement that is part of the bid documents. DISTRICT means the districts that are identified the contract.

25. aa: August 1st contractor to complete list of all employees that will service the contract and may not use any employees not on the list. Can contractor add new employees as they are hired?

Clarification: Yes, providing that CONTRACTOR complies with the applicable provision of Education Code and other law with respect to all employees who may come into contact with DISTRICT students, including but not limited to all background checks and training required.

26. 20: Accounting – List of Drivers and routes to be submitted 24 hours after bid. Is this referring the driver’s bid? All consolidated routes must be approved by district before payment of billing will be made. If billing is per pupil, does district still need to approve route consolidations? What does the reference to adjustment for hours refer to since the billing is per student?

Clarification: Section 20 references the driver’s bid. Route consolidations/changes require DISTRICT approval.

27. 23 Other Days: Separate billing for other days as defined in the contract, does that mean other than per pupil?

Clarification: Reference definition of “other” days as described in Section 23 of the Agreement in the bid documents.

28. Damages: Late routes. Since there are many things that can cause a route to be late outside the contractors control, will District waive damages for late routes resulting from conditions outside the contractors control?

Clarification: Reference section 24 of the Agreement included in the bid documents.

29. 26: Routes and Students – Contractor not to add buses/routes without District approval, will District waive since billing is on a per pupil basis?

Clarification: Route consolidations/changes require DISTRICT approval.

30. Parents must be notified one week prior to start of school of route and times. Does this mean that the district will hold changes for a period of time at the start of school?

Clarification: See answer to question #17

31. 29 Air Conditioning bus maintain a temp of 68 to 75 degrees at all times in any weather. When outside temperature is over one hundred degrees, and buses are stopping every couple of blocks to load or unload students, it is extremely difficult to maintain the temp you state. Wheelchair buses especially, as the passenger door and lift door are both open during loading and unloading, and the engine must be off. Is District referring to the temp of the air from the A/C or the actual temp inside the bus?

Clarification: Buses must maintain a temperature between 68 and 75 degrees in the passenger area during all weather conditions.

END OF ADDENDUM